

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

VS.

— — —

— — —

(TRANSCRIPT PRODUCED BY MACHINE SHORTHAND
VIA C.A.T.)

1 APPEARANCES CONTINUED:

2
3 MICHAEL D. LIEDER, ESQUIRE
4 SPRENGER & LANG
1400 EYE STREET, N.W.
WASHINGTON, DC. 20005

5 REPRESENTING PLAINTIFFS

6
7 RICHARD C. GODFREY, ESQUIRE
8 SALLIE G. SMYLLIE, ESQUIRE
9 ERICA B. ZOLNER, ESQUIRE
10 JORDAN M. HEINZ, ESQUIRE
HARIKLIA KARIS, ESQUIRE
KIRKLAND & ELLIS, LLP
300 N. LASALLE
CHICAGO, IL 60654

11 REPRESENTING THE DEFENDANTS

12
13 KATHERINE MENAPACE KATCHEN, ESQUIRE
14 AKIN, GUMP, STRAUSS, HAUER & FELD, LLP
2001 MARKET STREET
SUITE 4100
PHILADELPHIA, PA 19103

15 REPRESENTING THE DEFENDANTS

16
17 JOHN LANGEL, ESQUIRE
18 CHRISTOPHER COGNATO, ESQUIRE
19 BALLARD SPAHR LLP
51ST FLOOR
1735 MARKET STREET
PHILADELPHIA, PA 19103

20 REPRESENTING EDWARD LIDDY

21 ALSO PRESENT:

22
23 VALERIE WHITFIELD
24 RHONDA HARRISON RASHID
GREG ROHLFING
DONALD LIVINGSTON
CAROLINE LEPPERT

25

1 (THE CLERK OPENS COURT.)

2 (JURY IN.)

3 THE COURT: GOOD MORNING, EVERYONE.

4 PLEASE BE SEATED.

5 MEMBERS OF THE JURY, AS YOU KNOW, TODAY
6 IS THE DAY OF CLOSING ARGUMENTS. AND IT WILL BEGIN
7 WITH THE DEFENDANT GIVING THE CLOSING ARGUMENT
8 FIRST, FOLLOWED BY THE PLAINTIFF. AND THEN BECAUSE
9 THE DEFENDANT HAS THE BURDEN OF PROOF IN THIS CASE,
10 AS YOU PROBABLY KNOW, THE DEFENDANT GETS A CHANCE TO
11 OFFER A REBUTTAL LATER ON.

12 SO WE WILL START. THERE YOU ARE.

13 MR. GODFREY: GOOD MORNING, YOUR HONOR.

14 THE COURT: GOOD MORNING.

15 MR. GODFREY: YOUR HONOR, IF I MIGHT
16 INQUIRE, I KNOW YOU WERE CONTEMPLATING SOME CHANGES
17 TO THE JURY INSTRUCTIONS LAST NIGHT. ARE THEY AS WE
18 DISCUSSED YESTERDAY OR HAVE THEY CHANGED AT ALL?

19 THE COURT: NO. THERE IS ONLY ONE
20 CHANGE THAT WE DISCUSSED WITH REGARD TO
21 MISREPRESENTATIONS.

22 MR. GODFREY: OKAY.

23 THE COURT: THAT'S THE ONLY ONE.

24 MR. GODFREY: THANK YOU VERY MUCH.

25 GOOD MORNING.

1 THE JURY: GOOD MORNING.

2 MR. GODFREY: IT'S BEEN A PLEASURE TO
3 APPEAR BEFORE YOU. IT'S SOMEWHAT OF AN ODD
4 EXPERIENCE, THOUGH. YOU KNOW A GREAT DEAL ABOUT US,
5 YOU CAN SEE US EVERY DAY, YOU SEE HOW WE INTERACT,
6 YOU SEE WHAT WE DO, YOU SAY HELLO TO US IN THE HALL,
7 WE CAN'T SAY ANYTHING BACK. IT'S MORE FOR YOUR
8 PROTECTION THAN OURS, BUT WE HAVE TO MAINTAIN A
9 CERTAIN DISTANCE. BUT THIS IS CLOSING DAY. THIS IS
10 DIFFERENT.

11 NOW WE GET TO SPEAK TO YOU ABOUT WHAT
12 WE THINK THE EVIDENCE SHOWED YOU AND WHAT WE
13 BELIEVE, IN MY CASE, MY CLIENT'S CASE, ALLSTATE, WHY
14 THE EVIDENCE WILL ESTABLISH BY A PREPONDERANCE THAT
15 EACH AND EVERY ONE OF THE PLAINTIFFS KNOWINGLY AND
16 VOLUNTARILY SIGNED THE RELEASE DOCUMENT. MY CLIENT,
17 THE MEN AND WOMEN OF ALLSTATE, BOTH ITS CURRENT
18 EMPLOYEES, LIKE SUE ROSBOROUGH, AND ITS FORMER
19 EMPLOYEES, LIKE THE FORMER CHAIRMAN OF THE BOARD, ED
20 LIDDY, AND JEFF KAUFMAN WHO CAME FROM BOZEMAN,
21 MONTANA, THEY APPRECIATE VERY MUCH THE TIME THAT YOU
22 SPENT HERE, AS WE DO, TOO.

23 AS LAWYERS, WE KNOW THAT THIS IS
24 DISRUPTIVE TO YOUR LIVES. WE KNOW THAT WE IMPOSE
25 UPON YOU. WE HOPE THAT YOU FIND IT INTERESTING.

1 IT'S VERY IMPORTANT TO US, IT'S VERY IMPORTANT TO
2 OUR CLIENTS AND IT IS AFTER ALL PART OF OUR SYSTEM
3 OF JUSTICE. THIS IS HOW JUSTICE IN OUR COUNTRY IS
4 ADMINISTERED. YOU ARE THE FINAL REPOSITORIES OF
5 JUSTICE IN OUR COUNTRY. YOU GET TO DECIDE, NOT THE
6 LAW, THAT'S JUDGE BUCKWALTER'S PURVIEW, HE TELLS
7 WHAT YOU THE LAW IS. BUT YOU GET TO DECIDE THE
8 FACTS. AND WHEN YOU HAVE DISPUTED QUESTIONS OF
9 FACT, YOU GET TO WEIGH THEM AND YOU GET TO DECIDE
10 THEM. AND YOU CAN TELL US. AND WE RESPECT THAT AND
11 WE THANK YOU FOR THAT.

12 THIS IS AN IMPORTANT SERVICE. IT'S NOT
13 JUST IMPORTANT FOR ALLSTATE IN THIS CASE, IT'S ALSO
14 IMPORTANT FOR THE ALLSTATE INSURANCE AGENCY. IT'S
15 ALSO IMPORTANT FOR THE COMPETITIVE AGENTS WHO TODAY
16 OPERATE AND SELL, AS INDEPENDENT CONTRACTORS,
17 INSURANCE FOR ALLSTATE. AS MR. LIDDY PUT IT WHEN HE
18 ANNOUNCED THE PROGRAM, THAT IS THE PREPARING FOR THE
19 FUTURE PROGRAM BACK ON NOVEMBER 10, 1999 -- JASON,
20 IF YOU WOULD, PLEASE, DEFENDANT'S 207: BY
21 ELIMINATING THE COMPLETION TEASE AND LIMITATIONS OF
22 THE EXISTING EMPLOYEE AGENT PROGRAMS, AGENCIES WILL
23 HAVE A GREATER OPPORTUNITY FOR GROWTH. WE HOPE THAT
24 ALL EMPLOYEE AGENTS WILL CHOOSE TO BECOME EXCLUSIVE
25 AGENTS. TO THAT END, WE ARE TAKING STEPS TO MAKE

1 THIS OPPORTUNITY AS ATTRACTIVE AS POSSIBLE WITH
2 CONVERSION INCENTIVES AND A POWERFUL COMMITMENT TO
3 OUR ENTIRE AGENCY FORCE.

4 THAT'S WHAT THEY DID. I TOLD YOU AT
5 THE START THAT MILLIONS OF DOLLARS WERE PAID TO
6 THESE PLAINTIFFS. THAT I WOULD TOTAL IT UP AND YOU
7 WILL SEE HOW MANY MILLIONS OF DOLLARS WERE PAID TO
8 THESE PLAINTIFFS BY ALLSTATE AT THE END. BUT IT'S
9 OVER \$3.5 MILLION, BUT I WILL GIVE YOU THE EXACT
10 NUMBERS AS WE GO ALONG.

11 I WOULD BE REMISS IF I DIDN'T SAY ONE
12 OTHER THING. I'M PRIVILEGED. I HAVE BEEN VERY
13 LUCKY IN MY LIFE, I'M PRIVILEGED TO GET TO SEE A LOT
14 OF COURTS IN THIS COUNTRY, ALL OVER THE COUNTRY. I
15 CAN'T SAY I'VE BEEN IN EVERY COURTROOM, BUT I'VE
16 BEEN IN MOST STATES, MOST JURISDICTIONS. AND ONE OF
17 THE THINGS THAT MAKES OUR SYSTEM WORK ARE THE COURT
18 PERSONNEL. I DON'T MEAN THE JUDGE, THE JUDGE, OF
19 COURSE, IS IN CHARGE OF THIS. I MEAN THE COURT
20 PERSONNEL.

21 I MEAN SUZANNE WHITE. WHEN YOU GO HOME
22 AT NIGHT, MISS WHITE STAYS UP. AND WHAT DOES SHE
23 DO? SHE IS TYPING THE TRANSCRIPTS SO WE CAN LOOK AT
24 THE TRANSCRIPTS AND SAY, OH, I SEE WHAT THE WITNESS
25 SAID, OR, OH, I SEE WHAT THE WITNESS DIDN'T SAY.

1 YOU SHOULD THANK HER FOR THAT.

2 MR. HIGGINS, I HAVE NEVER BEEN IN A
3 SITUATION WHERE THE CLERK CONDUCTED VOIR DIRE.
4 MR. HIGGINS IS A WONDERFUL PERSON. AND YOU SHOULD
5 THANK HIM FOR THAT.

6 MISS JENNIFER, THE LAW CLERK. THEY ARE
7 CIVIL SERVANTS THAT MAKE OUR SYSTEM WORK, BUT THEY
8 ARE BOTH CIVIL AND THEY SERVE YOU WELL. AND YOU
9 SHOULD THANK THEM FOR IT.

10 I KNOW WE DO, AND I'M CONFIDENT
11 MR. QUINN AND HIS TEAM DO. AND I THINK -- I ALWAYS
12 FEEL THAT THAT'S IMPORTANT TO SAY THAT, BECAUSE WE
13 TAKE THEM FOR GRANTED, AND WE SHOULDN'T TAKE THEM
14 FOR GRANTED. THEY'RE SPECIAL AND THEY DO A GREAT
15 JOB, FOR NOT JUST US IN THIS CASE, BUT THE HUNDREDS
16 OF CASES THAT YOU NEVER SEE.

17 SO WHY ARE YOU HERE? WELL, YOU GOT A
18 LETTER IN THE MAIL. YOU WERE SUMMONED HERE. AND IN
19 THAT CASE, YOU ARE NO DIFFERENT THAN ALLSTATE. WHEN
20 THE DEFENDANT IS SUED, MY CLIENT ALLSTATE WAS SUED,
21 WE HAVE TO SHOW UP AND WE HAVE TO DEFEND OURSELVES.
22 AND THAT IS WHY ALLSTATE IS HERE.

23 BUT IN THIS CASE UNIQUELY, ALLSTATE
24 SHOULDN'T BE HERE AT ALL. IT SHOULDN'T BE HERE AT
25 ALL. WHY DO I SAY THAT? BECAUSE IN ALMOST --

1 UNLIKE ALMOST EVERY OTHER CASE, THERE IS A SINGLE
2 DOCUMENT IN THIS CASE THAT IS THE TRUMP CARD. A
3 SINGLE DOCUMENT IN THIS CASE THAT ALLSTATE PAID FOR,
4 PAID A LOT OF MONEY AND ECONOMIC CONSIDERATION FOR,
5 SO THAT WE WOULD NEVER HAVE TO BEEN IN A COURTROOM.
6 AND THAT'S CALLED THE RELEASE, THE RELEASE CONTRACT.

7 ALLSTATE PAID MONEY IN EXCHANGE FOR THE
8 PROMISE. I SEE MR. CREASE, I DON'T SEE ANY OTHER
9 PLAINTIFFS HERE, BUT MR. CREASE'S PROMISE THAT WE
10 WOULDN'T HAVE TO BE HERE. THEY PROMISED TO WAIVE
11 AND GIVE UP ALL CLAIMS.

12 WE BELIEVE THEY ENTERED INTO IT
13 KNOWINGLY AND VOLUNTARILY FOR THE MONEY. BUT
14 MR. QUINN IS RIGHT, IN THE WORDS OF THE OPENING, IF
15 YOU AGREE WITH US, THEN IT'S GAME OVER. BUT THIS
16 TRUMP CARD, WE SHOULDN'T HAVE TO BE THERE.

17 IF YOU CAN PUT UP PLEASE THE NEXT
18 EXHIBIT, WHICH IS THE RELEASE, PLEASE. THE LAST
19 PAGE, PLEASE. VERY LAST PAGE. ENLARGE THAT,
20 PLEASE, JASON.

21 IT'S MR. PETERSON'S. I HAVE READ AND
22 UNDERSTOOD, STANDARD THE RELEASE, AS WELL AS
23 MATERIALS DESCRIBING THE PROGRAM, INCLUDING THE
24 PROGRAM INFORMATION BOOKLET. I VOLUNTARILY MAKE THE
25 FOLLOWING ELECTION.

1 THEY DIDN'T HAVE TO DO THAT. THEY HAD
2 ANY NUMBER OF OTHER CHOICES, BUT THEY CHOSE TO DO
3 THAT. AND THEY CHOSE TO DO THAT BECAUSE THE
4 ECONOMIC INCENTIVES AND THE ECONOMIC OFFER TO THEM
5 WERE SUBSTANTIAL.

6 THERE ARE A FEW UNDISPUTED FACTS THAT
7 HAVE EMERGED, I THINK IN FAIRNESS WE CAN SAY THEY'RE
8 UNDISPUTED. I THINK WE HAVE COMMON GROUND, BUT
9 MAYBE I WILL BE SURPRISED, MAYBE THERE WILL BE A
10 DISPUTE ABOUT THEM. SOMETIMES THERE ARE.

11 NUMBER 1, ALLSTATE TOLD THESE
12 PLAINTIFFS TO GO SEE LAWYERS, CONSULT WITH LAWYERS.
13 WE WANT YOU TO UNDERSTAND THE RELEASE. IF YOU DON'T
14 LIKE THE RELEASE AND DON'T LIKE THE OPTIONS, GO SEE
15 YOUR LAWYER. ALMOST ALL OF THEM DID. HECK,
16 MR. HARPER, HE SAW FOUR LAWYERS. AND EACH ONE WHO
17 SAW A LAWYER WHOSE JOB IT IS TO PROTECT THEIR
18 INTERESTS, WHOSE JOB IT IS TO GIVE THEM LEGAL
19 ADVICE, WHAT DID THEY DO? THEY SIGNED THE RELEASE.

20 SECOND, ALLSTATE GAVE EACH PLAINTIFF
21 SEVEN MONTHS TO STUDY THE RELEASE, CONSIDER IT, AND
22 THEY PAID THEM. THEY PAID THEM FULL PAY AND
23 BENEFITS. NOW, ONE OF THE SUGGESTIONS IN THIS TRIAL
24 HAS BEEN, OH, IF THEY HAD JUST BEEN ORDINARILY
25 SEVERED, LIKE THE OTHER PEOPLE WHO WERE SEVERED AT

1 THE TIME, THE PEOPLE IN THE CLAIMS CENTERS AND THAT
2 WHO WERE LET GO, THEY WEREN'T GIVEN SEVEN MONTHS.
3 THEY WEREN'T GIVEN SEVEN MONTHS AND THEN AN OFFER OF
4 BASE SEVERANCE, WITH A TOTAL OF TEN MONTHS IN TOTAL.
5 THEY HAD 60 DAYS. THEY WEREN'T GIVEN THOSE
6 OPPORTUNITIES.

7 THIRD, EACH PLAINTIFF NOT ONLY SIGNED
8 THE RELEASE, EACH PLAINTIFF, WHEN THEY ASKED THE
9 LAWYERS ABOUT THEM, CONSIDERED THEIR LAWYER'S
10 ADVICE. TAKE MR. CREASE. HE ASKED DIFFERENT
11 LAWYERS ABOUT STOPPING THE RELEASE. HE ASKED THEIR
12 OPINIONS ABOUT THE RELEASE. AND AFTER HE GOT THEIR
13 OPINIONS, THIS IS TRANSCRIPT PAGE 44:7, LINE 7 TO 10
14 OF HIS TESTIMONY ON JUNE 3RD. HE SIGNED THE RELEASE
15 BASED ON THE INFORMATION THAT HE HAD.

16 ONE LAWYER, ROBERT STEINBERG, THEY
17 BROUGHT THIS OUT ON REDIRECT, TOLD MR. CREASE THAT
18 THE RELEASE WAS ALMOST IRONCLAD, AND MR. CREASE AND
19 MR. KEARNEY SHOULD, QUOTE, GO SOMEWHERE ELSE, IN
20 ESSENCE, END QUOTE. THEY WENT AND SAW OTHER
21 LAWYERS. AND AT THE END, THEY ALL SIGNED THE
22 RELEASE.

23 MR. HARPER. MR. HARPER IS A VERY GOOD
24 EXAMPLE. HE DEALT WITH MR. LANCE RAPHAEL. MR.
25 RAPHAEL SAID, HEY, YOU HAVE GOT 100, 150 AGENTS OUT

1 OF THE 6,200 PLUS TOGETHER, WE CAN FILE A LAWSUIT
2 AND STOP THIS RELEASE, WE CAN STOP IT. BUT IN THE
3 END, THEY COULDN'T GET ENOUGH PEOPLE TO SUPPORT
4 STOPPING THE RELEASE, THAT'S WHAT MR. HARPER
5 TESTIFIED TO. THUS, NO LAWSUIT WAS FILED.

6 EVEN MORE INTERESTING, YOU HEARD
7 MR. HARPER AND PLAINTIFF AFTER PLAINTIFF SAYING,
8 ESSENTIALLY, OH, MY HEAVENS, THIS WAS MY LIVELIHOOD,
9 I WAS FACING FINANCIAL RUIN, I COULDN'T SURVIVE.

10 PUT UP DTX 507, PLEASE, JASON.

11 AND YET HERE IT IS, IN FEBRUARY OF
12 2000, MR. HARPER WON'T EVEN SPEND \$2,000 OF HIS OWN
13 MONEY TO FILE A LAWSUIT TO STOP IT. DOES THAT MAKE
14 SENSE TO YOU? THIS IS SO CRITICAL TO THEM, SO
15 OUTRAGEOUS TO THEM, SO MUCH OF A RISK TO THEM, BUT
16 THEY WON'T EVEN SPEND \$2,000 TO FILE A LAWSUIT AND
17 STOP IT? THAT WE LEAVE TO YOUR COLLECTIVE WISDOM
18 AND JUDGMENT, LADIES AND GENTLEMEN. IT DOESN'T RING
19 TRUE.

20 MS. CREWS KELLY. MS. CREWS KELLY WAS
21 VERY PERSONABLE. SHE WAS A GOOD INSURANCE AGENT, I
22 COULD SEE THAT, THE WOMAN FROM TAMPA, SHE WAS A GOOD
23 INSURANCE AGENT. SHE WAS SO GOOD THAT SHE COULD
24 SELL A STORY TO ANYONE. IN FACT, I BET -- I DON'T
25 KNOW IF ANY OF YOU ARE FOOTBALL FANS, I BET SHE

1 COULD SELL FULLY-INFLATED FOOTBALLS TO BILL
2 BELICHICK OF THE NEW ENGLAND PATRIOTS. THAT'S HOW
3 GOOD SHE WAS. SHE WAS GOOD.

4 BUT SHE WENT TO A LAWYER. AND WHAT
5 HAPPENED? SHE SIGNED THE RELEASE. AND NOT ONLY
6 THAT, SHE SOLD HER BOOK OF BUSINESS BEFORE SHE
7 SIGNED THE RELEASE. SHE SIGNED THE CONTRACT AND
8 SOLD THE BOOK OF BUSINESS AND ENTERED INTO A
9 CONTRACT OF SALE BEFORE SHE SIGNED THE RELEASE. NOT
10 AFTER SHE SIGNED THE RELEASE.

11 MR. PERKINS CONSULTED WITH TWO LAWYERS,
12 THEN SIGNED THE RELEASE. MR. MURRAY TOOK ALL THE
13 PROGRAM MATERIALS TO THE LAWYERS. AFTER TALKING
14 WITH THE LAWYERS, SIGNED THE RELEASE.

15 FOURTH, A COUPLE PLAINTIFFS DIDN'T
16 DISCUSS -- TALK TO LAWYERS. MR. PETERSON DIDN'T GO
17 TO LAWYERS. AT DEPOSITION, HE SWORE THAT HE DIDN'T
18 GO TO LAWYERS BECAUSE, HE SAID, I DO NOT LIKE
19 LAWYERS. THAT WAS AMUSING, I DON'T TAKE OFFENSE,
20 BUT THAT'S WHAT MR. PETERSON SAID.

21 AT THIS TRIAL, 13 YEARS AFTER HIS
22 DEPOSITION, OR 10 YEARS AFTER HIS DEPOSITION, HE
23 SAID SOMETHING DIFFERENT, THAT HE DIDN'T THINK A
24 LAWYER COULD DO ANYTHING. THAT WASN'T WHAT HE SAID
25 AT DEPOSITION. AND I LEAVE YOU TO SQUARE THAT

1 TESTIMONY OF WHAT HE SAID AT THE TIME VERSUS WHAT HE
2 SAID NOW.

3 MR. LAWSON, HE DIDN'T GO TO A LAWYER.
4 HE SAID HE WAS A GOOD BUSINESSMAN. HE COULD HANDLE
5 THINGS HIMSELF, AND BOY, DID HE EVER. HE GOT
6 ROUGHLY \$1.2 MILLION. HE SAID HE DIDN'T WANT TO
7 WORK FOR ALLSTATE ANYMORE. HE DIDN'T LIKE WHAT THEY
8 DID. SO HE CASHED OUT, GOT \$1.2 MILLION, AND IS
9 STILL GETTING PAID ON THAT CONTRACT \$4,100 A MONTH,
10 WHICH, BY THE WAY, HE SAID WAS THE LARGEST SINGLE
11 PAYDAY IN HIS LIFE.

12 I THINK FINALLY WHAT IS ALSO EQUALLY
13 UNDISPUTED, OR SHOULD BE UNDISPUTED, ALTHOUGH WE HAD
14 SOME TROUBLE, YOU SAW WE HAD SOME TROUBLE, THAT EACH
15 PLAINTIFF KNOWINGLY UNDERSTOOD WHAT THEY WERE DOING
16 WHEN THEY SIGNED THE RELEASE. NOW, WE DIDN'T ALWAYS
17 GET THERE. I COULDN'T ALWAYS GET THEM TO SAY THAT,
18 BUT SOMETIMES THE JUDGE SAID, YOU SAW THIS, WHAT IS
19 IT THAT YOU DON'T UNDERSTAND? BUT IN THE END, EACH
20 PLAINTIFF UNDERSTOOD THAT WHEN THEY SIGNED THE
21 RELEASE, THEY WERE GIVING THEIR PROMISE TO GIVE UP
22 ANY CLAIMS THEY THOUGHT THEY HAD AGAINST ALLSTATE.

23 MR. CREASE, AND YOU READ AND UNDERSTOOD
24 THE MATERIALS FROM THE PROGRAM? YES. INCLUDING THE
25 PROGRAM INFORMATION BOOKLET? THAT WAS HIS TESTIMONY

1 OF JUNE THE 3RD.

2 MR. PERKINS. CAN WE PUT UP DEM 213.

3 THIS IS A TYPICAL.

4 THAT IS WHAT I'M GETTING TO. YOU
5 UNDERSTOOD WHEN YOU SIGNED THE RELEASE ON MAY THE
6 12TH, 2000 THAT ALLSTATE WAS ASKING YOU TO WAIVE
7 YOUR RIGHT TO SUE IT FOR ANY CLAIMS, DAMAGES,
8 COMPLAINTS. WHATEVER BEEF, AS THEY SAY, YOU HAD
9 WITH ALLSTATE, ALLSTATE WAS ASKING YOU TO WAIVE THAT
10 AND SURRENDER THOSE CLAIMS, CORRECT?

11 I ASKED HIM AT THE TIME YOU SIGNED THE
12 RELEASE YOU KNEW PRECISELY WHAT YOU WERE GIVING UP?

13 ANSWER: YES.

14 PLAINTIFF AFTER PLAINTIFF, ONE WAY OR
15 THE OTHER, EVENTUALLY ADMITTED THE OBVIOUS. THERE
16 WAS AN INFORMATION PAGE, YOU'LL RECALL, A NOTICE,
17 TWO PAGES, AND THEY HAD BIG BOLD THAT SAID -- THIS
18 IS DTX 4, JASON, IF YOU HAVE THAT -- SAID ON THE
19 SECOND PAGE, THE BOLD, IF YOU SIGN THE RELEASE, YOU
20 WILL BE WAIVING YOUR RIGHTS AND CLAIMS.

21 TO SUGGEST THAT YOU DIDN'T UNDERSTAND
22 THAT IS TO SUGGEST EITHER, A, THAT YOU'RE NOT
23 INTELLIGENT, AND THESE ARE HIGHLY INTELLIGENT
24 PEOPLE, THEY WERE HIGHLY SKILLED. OR B, THAT YOU
25 WEREN'T EDUCATED, OR C, THAT YOU CAN'T READ.

1 BUT THAT'S THE STORY THAT SOME OF THEM
2 WANTED TO TELL, UNTIL ON CROSS EXAMINATION THEY
3 ADMITTED THAT THEY UNDERSTOOD THE OBVIOUS.

4 SO WHAT IS IT FOR YOU TO DECIDE, GIVEN
5 THESE FACTS THAT WE THINK ARE UNDISPUTED? WHAT IS
6 IT THAT YOU'RE HERE TO DECIDE? PLAINTIFFS CLAIM
7 THAT THE RELEASE WAS SIGNED NOT ONLY NOT KNOWINGLY,
8 INTERESTING IN LIGHT OF THE TESTIMONY YOU'VE HEARD
9 AND SEEN, BUT NOT VOLUNTARILY. SOME CLAIM DURESS.
10 SOME CLAIM THAT THEY HAD NO REAL CHOICE. SOME SAY
11 THEY HAD NO MEANINGFUL CHOICE, OR NO MEANINGFUL
12 ALTERNATIVE. AND YOU WILL SEE THE JURY INSTRUCTIONS
13 ON THIS, WHICH WILL TALK ABOUT THAT.

14 BUT HERE IS THE POINT. ASIDE FROM
15 THEIR TESTIMONY AND THEIR ADMISSIONS, THEY ALL SAY
16 THEY DIDN'T LIKE IT. AND NONE OF THEM, IN 1999 FOR
17 SEVEN MONTHS, IN 2000, FILED A LAWSUIT AGAINST
18 ALLSTATE TO STOP IT, EVEN THOUGH THEY WERE TOLD THEY
19 COULD. NONE OF THEM IN THE BALANCE OF 2000 FILED A
20 LAWSUIT AGAINST ALLSTATE. NONE OF THEM SUED UNTIL
21 AUGUST OF 2001, LONG AFTER THEY HAD MADE THEIR CASE
22 AND LONG AFTER THEY HAD GOTTEN THEIR MONEY, OR THE
23 PROMISES TO GET THEIR MONEY, OR THEIR ABILITY TO
24 CONTINUE AS AN ALLSTATE AGENT, A NEW JOB
25 OPPORTUNITY.

1 SO HOW ARE YOU SUPPOSED TO DECIDE? HOW
2 IS A JURY SUPPOSED TO DECIDE AND SORT ALL THIS OUT?
3 JUDGE BUCKWALTER GIVES YOU THE LAW, YOU DECIDE THE
4 FACTS, YOU DECIDE THE FACTS BASED ON YOUR ASSESSMENT
5 OF WHAT YOU'VE HEARD AND SEEN. I'M JUST THE LAWYER,
6 I'M AN ADVOCATE. I TRY TO BE ACCURATE TO THE
7 RECORD, BUT IT'S WHAT YOU REMEMBER. IT'S WHAT YOU
8 SAW, NOT WHAT I SAY. I'M HERE TO REMIND YOU AND
9 GUIDE YOU, BUT IT'S UP TO YOU, NOT UP TO ME. IF YOU
10 DISAGREE WITH ME, I RESPECT YOU FOR DOING THAT.

11 WE TRY TO GIVE YOU GUIDEPOSTS TO WHERE
12 THE TRUTH LIES. BUT YOU, AS A COLLECTIVE BODY, YOU
13 FIND THE TRUTH AND YOU WILL LET US KNOW WHAT IT IS.
14 BUT COMMON SENSE AND LIFE EXPERIENCE, COMMON SENSE
15 AND LIFE EXPERIENCE GUIDES YOU. AND THAT IS VERY
16 IMPORTANT IN THIS CASE, BECAUSE YOU'RE GOING TO BE
17 ASKING YOURSELF, I THINK, SOME QUESTIONS. IT IS
18 LOGICAL TO BELIEVE WHAT PLAINTIFFS SAID ON DIRECT IN
19 LIGHT OF WHAT WE SAW UNDER CROSS EXAMINATION? IS IT
20 LOGICAL TO BELIEVE WHAT PLAINTIFFS SAY TODAY VERSUS
21 WHAT THEY SAID UNDER OATH 10 OR 12 YEARS AGO. IT IS
22 LOGICAL TO BELIEVE WHAT PLAINTIFFS SAY TODAY, WHEN
23 THEY WANT TO SUE, CONTRARY TO THE RELEASE, AS
24 COMPARED TO WHAT THEY DID AND SAID AT THE TIME IN
25 WRITING. AND THAT WE WOULD LEAVE TO YOUR COLLECTIVE

1 WISDOM AND JUDGMENT.

2 IS IT LOGICAL TO TESTIFY ON THE STAND
3 AS MR. HARPER, A VERY CHARMING GENTLEMAN FROM
4 GEORGIA, I LOVE IT, THOMSON, GEORGIA, IT'S A NICE
5 PART OF THE WORLD. HE GOT ON THE STAND AND HE SAID
6 HE WAS WILLING TO DO ANYTHING TO STOP THE RELEASE,
7 QUOTE, SHORT OF CHALLENGING SOMEBODY TO A DUEL, AND
8 I WOULD HAVE DONE THAT IF I COULD HAVE. AND IF YOU
9 BELIEVE THAT, HE WOULDN'T EVEN PUT UP \$2,000 TO FILE
10 A LAWSUIT TO TRY TO STOP IT? REALLY? DOES THAT
11 MAKE SENSE? IS THAT LOGICAL TO YOU? THAT'S YOUR
12 JUDGMENT.

13 SO TO HELP YOU EVALUATE THE EVIDENCE,
14 WE ORGANIZED IT INTO FOUR BUCKETS. D 104, PLEASE,
15 JASON. EVERY SINGLE FACT, EVERY SINGLE THING YOU'VE
16 HEARD CAN BE ANALYZED THROUGH THE PRISM OF THE FOUR
17 BUCKETS: TIME, CHOICES, PAYMENTS, A DEAL, A PROMISE
18 AND AGREEMENT. IN THIS TRIAL, NOT UNLIKE OTHERS, A
19 FIFTH BUCKET HAS EMERGED. NO SIXTH, BUT A FIFTH.
20 AND IT'S CALLED CREDIBILITY. DOES THE PLAINTIFF'S
21 STORY MAKE SENSE COMPARED TO WHAT YOU SAW AND HEARD
22 IN WRITING? DOES IT MAKE SENSE THAT MS. REINERIO,
23 FROM CENTRAL WISCONSIN, SO DESPERATE FOR WORK IN
24 1990 WHEN SHE HAD BEEN LAID OFF BY THE SOO LINE AND
25 FOR TWO YEARS HAD NOTHING BUT ODDS AND ENDS TO DO,

1 SNOWPLOWING, ET CETERA. DOES IT MAKE SENSE THAT SHE
2 SAID SHE WOULD SIGN ANY DOCUMENT PUT IN FRONT OF HER
3 BECAUSE SHE WAS OUT OF WORK AND YOU DON'T DICTATE
4 TERMS TO AN EMPLOYER. DOES IT MAKE SENSE THAT SHE
5 SIGNED IT ONLY IF IT WAS A CONTRACT FOR LIFE,
6 GUARANTEED FOR LIFE? IN OUR SOCIETY, FOLKS, THERE
7 IS ONLY ONE JOB GUARANTEED FOR LIFE. YOU ARE
8 APPOINTED BY THE PRESIDENT, YOU ARE INVESTIGATED BY
9 THE FBI, WHICH IS NOT A PLEASANT PROSPECT. YOU ARE
10 CROSS-EXAMINED BY THE SENATE AND THEN YOU ARE
11 ELEVATED TO THE BENCH.

12 GIVE YOU A FEW OTHER EXAMPLES. MS.
13 CREWS KELLY. SHE DECIDED TO SELL HER ECONOMIC
14 INTEREST BOOK OF BUSINESS THAT WAS BEING TRANSFERRED
15 TO HER IN THIS PROGRAM. SHE SIGNED THE SALE OF THAT
16 BEFORE SHE SIGNED THE RELEASE. GOT IT BACKWARDS.
17 BUT, MORE IMPORTANTLY, DID YOU CATCH WHAT SHE DID
18 WHEN SHE SOLD IT TO THE SON OF A WEALTHY FAMILY
19 FRIEND. AND SHE SOLD IT FOR LESS THAN IT WAS WORTH.
20 SHE TESTIFIED THAT SHE TURNED DOWN AND WAS NOT
21 INTERESTED IN GREATER VALUES OF MONEY BEING OFFERED
22 TO HER FOR THE ECONOMIC INTEREST THAT ALLSTATE WAS
23 OFFERING HER, SO SHE SHOULD GO INTO BUSINESS WITH
24 REGGIE MASON, THE FRIEND, FAMILY FRIEND'S SON.

25 IF SHE IS IN SUCH DURESS, IF SHE IS IN

1 SUCH AGONY, IF SHE IS IN SUCH DESPERATE STRAITS, SHE
2 TURNED DOWN MORE MONEY, WASN'T EVEN INTERESTED IN
3 MORE MONEY TO HELP OUT A CLOSE FAMILY FRIEND? DOES
4 THAT MAKE SENSE TO YOU?

5 JASON, CAN YOU PLEASE PUT UP THE 6/4/15
6 CREWS KELLY TESTIMONY AT 192, LINES 19 TO LINE 193,
7 LINE 9, PLEASE. ENLARGE THE BOTTOM -- NO. NO.
8 STARTING AT LINE 19, PLEASE, JASON. THERE YOU GO.
9 THANK YOU.

10 QUESTION: SO HOW MUCH MORE MONEY WERE
11 YOU OFFERED BY OTHER AGENTS FOR THE VALUE OF YOUR
12 BOOK OF BUSINESS IN JUNE OF 2000 THAT YOU TURNED
13 DOWN TO HELP OUT A FAMILY FRIEND?

14 ANSWER: I NEVER ASKED THEM, THREE
15 TIMES OR THIS TIMES OR THAT TIMES.

16 GO TO NEXT PAGE, PLEASE, JASON.

17 SO YOU TURNED DOWN MORE THAN ULTIMATELY
18 500,000 YOU GOT BECAUSE YOU WANTED TO HELP YOUR
19 FAMILY FRIEND AND PUT HIM IN BUSINESS?

20 ANSWER: YES, I DID.

21 YOU CANNOT EXPLAIN THE STORY THAT YOU
22 HEARD ON THE STAND OF THE NO CHOICE, NO ALTERNATIVE,
23 WE ARE LOSING MONEY, THIS IS UNFAIR, WHEN SHE SIGNED
24 THE DEAL TO SELL THE BOOK OF BUSINESS BEFORE THE
25 RELEASE AND SHE TURNED DOWN MORE MONEY THAT SHE

1 OTHERWISE COULD HAVE GOTTEN.

2 DOES THAT MAKE COMMON SENSE? IS THAT
3 LOGICAL TO YOU? AND BY THE WAY, WHAT DID SHE DO
4 AFTER THAT? SHE WENT TO WORK FOR THE NEW MASON
5 CREWS AGENCY. DOING WHAT? SELLING ALLSTATE
6 INSURANCE. THE COMPANY THAT SHE CAME IN HERE AND
7 TOLD US SHE WAS SO ANGRY ABOUT BECAUSE THEY HAD SO
8 MISTREATED HER. REALLY? COMMON SENSE. COMMON
9 SENSE.

10 DOWN IN THE LOBBY OF THIS COURTHOUSE,
11 THERE'S THIS GLASS BLOCK, BIG GLASS BLOCK. IT
12 QUOTES THE STATUTE OF WESTMINSTER IN 1354, IT HAS A
13 GREAT QUOTE FROM OLIVER WENDELL HOLMES. OLIVER
14 WENDELL HOLMES WAS ONE OF THE GREATEST, HE WAS
15 CALLED THE GREAT DISSENTER. MOST OF THE DISSENTS
16 EVENTUALLY BECAME THE LAW OF THE LAND. HE WAS ON
17 THE SUPREME COURT OF THE UNITED STATES. HE WAS A
18 VERY DIRECT PERSON, THE CIVIL WAR HERO, WOUNDED
19 THREE TIMES, SHOULD HAVE DIED. HIS FAMILY WAS A
20 LEADING ABOLITIONIST FAMILY IN NEW ENGLAND. HE WAS
21 SO DIRECT THAT IN 1864 OR 1865 ABRAHAM LINCOLN
22 VISITED THE FRONT LINES AND THEY WERE BEING SHOT AT
23 AND HOLMES SAID, GET DOWN, YOU FOOL, TO THE
24 PRESIDENT. HE CALLED THEM AS HE SAW THEM.

25 BUT IN THE LATE 1800S, BEFORE HE WAS ON

1 THE SUPREME COURT, HE WROTE A WONDERFUL LITTLE BOOK.
2 AND IN IT HE STARTED OUT BY SAYING QUOTE: THE LIFE
3 OF THE LAW HAS NOT BEEN LOGIC. IT HAS BEEN
4 EXPERIENCE.

5 TRANSLATION? COMMON SENSE. DOES THE
6 STORY THAT YOU HAVE BEEN TOLD AND THAT THE INSURANCE
7 AGENTS WANT TO SELL YOU MAKE COMMON SENSE? IS IT
8 LOGICAL? DOES IT HANG TOGETHER? DOES IT RING TRUE?
9 YOU'RE GOING TO HAVE TO EVALUATE THAT. WE'RE GOING
10 TO POINT OUT SOME OF THE INCONSISTENCIES AS WE GO
11 ALONG, BECAUSE I THINK YOU ALREADY KNOW THE ANSWER
12 TO THAT QUESTION.

13 DOES IT MAKE SENSE THAT MISS CREWS
14 KELLY HAD NO CHOICE, HAD TO DO THIS? BUT THEN
15 TURNED DOWN MORE MONEY TO GO INTO BUSINESS WITH A
16 CLOSE FAMILY FRIEND'S SON?

17 YOU HAVE HEARD FROM THE PLAINTIFFS THAT
18 THEY HAD JOBS FOR LIFE. COULDN'T BE FIRED UNLESS
19 THEY LIED, STOLE OR CHEATED. YET WHEN I CONFRONTED
20 THEM WITH THE TERMS OF THEIR AGREEMENTS, WHEN I
21 CONFRONTED THEM WITH THE HUMAN RESOURCE MANUALS,
22 WHEN I CONFRONTED THEM WITH THE HR POLICY MANUALS,
23 ALL SAYING TERMINABLE AT WILL, THEY HAD DIFFERENT
24 RESPONSES. OH, THAT DOESN'T APPLY TO ME. OH, I
25 NEVER READ THAT. OH, I HAD A CONTRACT, THAT

1 COULDN'T APPLY TO ME.

2 OF COURSE THEY ALL KNEW WHAT THE ANSWER
3 WAS. AND THE TRUTH SNEAKS OUT IN A TRIAL. THE
4 GREAT BRITISH STATESMAN CHURCHILL ONCE HAD THIS
5 GREAT LINE ABOUT THE TRUTH, HE SAID: YOU CAN DENY
6 IT, YOU CAN DENIGRATE IT, YOU CAN HIDE IT, YOU CAN
7 SECRETE IT, BUT IN THE END, IT EMERGES JUST THE SAME
8 AS MAGNIFICENT GLORY IN HARSH LIGHT.

9 AND THAT'S WHAT HAPPENED HERE AND I'M
10 GOING TO GIVE YOU TWO SPECIFIC ANSWERS. MR. HARPER.
11 I HAD A JOB FOR LIFE, THEY COULDN'T TERMINATE ME, ET
12 CETERA, ET CETERA, ET CETERA. YOU HEARD HIM. PUNCH
13 UP PX 649, PLEASE, JASON.

14 THIS DOCUMENT WAS WRITTEN OVER A YEAR
15 BEFORE PREPARING FOR THE FUTURE WAS EVEN KNOWN.
16 THIS WAS THE IRS ACKNOWLEDGMENT FORM. MR. HARPER
17 WROTE THIS IN HIS OWN HANDWRITING AT THE TIME. I
18 SIGN UNDER FEAR OF TERMINATION. IF HE HAD A JOB FOR
19 LIFE, LADIES AND GENTLEMEN, IF HE HAD A GUARANTEED
20 JOB, HE HAD NOTHING TO FEAR, BUT HE KNEW HE DIDN'T.
21 ACTIONS AND CONDUCT AT THE TIME SPEAKS LOUDER THAN
22 THE WORDS ON THE WITNESS STAND WHEN THEY WANT TO
23 WALK AWAY FROM THE PROMISES THAT THEY MADE IN
24 EXCHANGE FOR MONEY.

25 SECOND, MS. CREWS KELLY. MS. CREWS

1 KELLY TOLD YOU IT WAS UNFAIR, THIS WAS WRONG, SHE
2 WAS AN NOA AGENT, SHE MADE ALL THESE INVESTMENTS. I
3 DIDN'T CATCH THIS AT FIRST UNTIL I LOOKED AT THE
4 TRANSCRIPT. BUT DO YOU REMEMBER WHAT SHE TOLD YOU
5 ABOUT HOW SHE BECAME AN NOA AGENT? BECAUSE
6 REMEMBER, THAT'S WHAT THEY ARE SAYING, SHE SHOULD
7 HAVE BEEN ALLOWED TO KEEP BEING AN NOA AGENT, AN
8 EMPLOYEE AGENT. REMEMBER WHAT SHE TOLD YOU? SHE
9 TOLD YOU THAT SHE WAS FORCED TO BECOME ONE AND SHE
10 HAD NO CHOICE.

11 JASON, PLEASE, 6/4, TRANSCRIPT, 160,
12 LINE 25, TO 161. LINE 16, NOW THIS IS ON DIRECT.
13 THIS ISN'T ME ASKING THE QUESTIONS.

14 AT SOME POINT, DID YOU BECOME AN NOA
15 AGENT?

16 YES. AROUND 1989, THEY STARTED THE
17 PROGRAM AND WE WERE MORE OR LESS FORCED TO BECOME
18 NOA'S.

19 HE SAID, MORE OR LESS FORCED TO BECOME
20 NOA'S, WHAT DO YOU MEAN BY THAT?

21 WELL, ALLSTATE MANAGEMENT CAME BY AND
22 SAID THAT THEY WERE NO LONGER GOING TO MAINTAIN THE
23 ALLSTATE PAID-FOR OFFICES. THAT IF WE DID NOT
24 CHOOSE TO BECOME AN NOA, THEY COULD GO TO A LESS
25 DESIRABLE LOCATION. THEY WOULD MOVE US OR IT JUST

1 WASN'T AN OPTION. SO BECAUSE I HAD BEEN THERE SO
2 LONG, I HAD SEEN DIFFERENT PROGRAMS, I SAID, OKAY,
3 FINE, I WILL DO THAT. SO I BECAME AN NOA.

4 NOW, JASON, GO TO 211:22 TO 213:6.

5 NOW I'M ASKING THE QUESTIONS.

6 JASON, IS IT 211 LINE 13?

7 QUESTION -- SECOND LINE, 22, THAT IS MY
8 FAULT, JASON.

9 I WAS PUZZLED BY SOMETHING YOU SAID IN
10 YOUR DIRECT, MA'AM. YOU SAID THAT, I WROTE THIS
11 DOWN BECAUSE I COULDN'T -- I DIDN'T QUITE UNDERSTAND
12 WHAT YOU WERE TRYING TO CONVEY TO US. YOU SAID YOU
13 WERE FORCED TO BECOME A NEIGHBORHOOD OFFICE AGENT BY
14 ALLSTATE. FORCED. WHAT DID YOU MEAN BY THE WORD
15 "FORCED" TO BECOME A NEIGHBORHOOD OFFICE AGENT?

16 A. IT TAKES MORE THAN A YES OR NO.

17 THE COURT: THAT IS NOT A YES OR NO?
18 YOU CAN EXPLAIN.

19 THE WITNESS: OKAY. AFTER WE WERE
20 THERE, AND JUST LIKE THIS STATEMENT, THIS IS A
21 STATEMENT FOR THE '94, SAID THEY PUT ALL THIS IN, TO
22 TAKE ALL THE BROCHURES EVERYTHING. THEY SHOWED US
23 OVER 20 YEARS OUT OF CONTENTION FOR ANYBODY ELSE TO
24 CONSIDER.

25 THE COURT: WHAT DO YOU MEAN WHEN YOU

1 SAY --

2 THE WITNESS: WELL, THE SAME THING WITH
3 THE NOA. THEY CAME TO US, WE HAD BEEN THERE IN THIS
4 BUILDING. AND THEY SAID WE ARE -- WE WANT YOU TO GO
5 TO NOA NOW. WE ALL SAID NO, WE DON'T WANT TO. WE
6 DON'T WANT TO HAVE THAT EXTRA BURDEN. EXCUSE ME? I
7 SAID NO, AND MY PARTNER SAID NO. AND SO THEY SAID,
8 WELL, WE WILL PUT YOU AWAY FROM YOUR CUSTOMERS IN
9 ANOTHER AREA OF THE CITY IN A LARGE OFFICE WITH THE
10 OTHER 20 AGENTS THAT DON'T WANT TO GO TO NOA. YOU
11 WILL BE SITTING THERE IN THIS BUILDING OFF THE WALL,
12 OR WE WILL PUT NEW AGENTS RIGHT NEXT TO YOU ON THE
13 STREET. AND YOU CAN EITHER CHOOSE TO BE AN NOA OR
14 GO ALONG WITH THE PROGRAM AND PAY YOUR EXPENSES OR
15 THAT IS WHAT WE WILL DO TO YOU. SO WE CHOSE TO BE
16 NOA'S, SAME. THERE WAS NO CHOICE.

17 BOY, DOES THAT STORY SOUND FAMILIAR?
18 BUT NOW THE STORY ON THE WITNESS STAND IS, OH, YES,
19 WE WANT TO BE AN NOA. I WAS AN NOA, AND ALLSTATE IS
20 FORCING ME TO DO THIS. INCONSISTENT TESTIMONY THAT
21 SHOULD NOT EXIST IF THE CONTRACTS WERE NOT
22 TERMINABLE AT WILL. IT CANNOT BE SQUARED.

23 YOU ALSO SAW THROUGHOUT THE TRIAL
24 OBVIOUS QUESTIONS SEEKING OBVIOUS ANSWERS WHERE
25 PLAINTIFFS WOULD QUIBBLE.

1 MR. HARPER, DID YOU UNDERSTAND THAT
2 THAT MEANT YOU WERE WAIVING AND SURRENDERING YOUR
3 CLAIMS AGAINST ALLSTATE?

4 ANSWER: NO, SIR.

5 THE COURT: WHY DON'T YOU? WHY DON'T
6 YOU UNDERSTAND BY READING THAT YOU ARE WAIVING?
7 WHAT IS ABOUT IT THAT IS NOT CLEAR? IT SAYS YOU ARE
8 WAIVING ALL YOUR RIGHTS AGAINST ALLSTATE, DOESN'T
9 IT? IS THERE SOMETHING ABOUT THAT THAT IS NOT
10 CLEAR?

11 THE WITNESS: YOUR HONOR --

12 THE COURT: I UNDERSTAND WHY YOU SIGNED
13 IT. YOU EXPLAINED TO ME WHY YOU SIGNED IT AND
14 EXPLAINED TO THE JURY WHY YOU SIGNED IT BECAUSE YOU
15 WERE UNDER DURESS. DIDN'T YOU READ THAT PLAIN
16 LANGUAGE AND REALIZED WHAT YOU WERE GIVING UP?

17 THE WITNESS: I DID. THAT IS WHY I
18 FOUND IT TO BE SUCH AN ONEROUS DOCUMENT.

19 I WAS NOT ABLE TO GET MR. HARPER TO
20 ADMIT THE OBVIOUS. YOU SAW THAT. AND YOU SAW
21 PLAINTIFF AFTER PLAINTIFF DO THAT.

22 TAKE MR. LAWSON. MR. LAWSON SAYS HE
23 WAS NOT A WEALTHY MAN. YET YOU SAW HIS INCOME. YOU
24 KNOW HOW MANY PROPERTIES HE HAD. YOU SAW WHAT HE
25 MADE PER YEAR. YOU SAW THAT HE HAD THE STABLE AND

1 THE HORSE FARM WITH 55 ACRES. AND YOU SAW THAT HE
2 MADE A DECISION TO CASH OUT AND GET \$1.2 MILLION.
3 WHY IS THAT IMPORTANT? BECAUSE THE STORY WAS, WE
4 HAD NO CHOICE. HE HAD A LOT OF CHOICES. HE JUST
5 DID NOT LIKE THE CONSEQUENCES OF SOME OF THE
6 CHOICES. THERE'S A DIFFERENCE. THEY HAVE CONFUSED
7 CONSEQUENCES AND CHOICES THROUGHOUT THIS.

8 THERE IS A LOT MORE TO SAY ABOUT THIS
9 NEW BUCKET CALLED CREDIBILITY, BUT THE FACTS THAT
10 YOU SAW AND THE FACTS THAT YOU HEARD ARE VERY
11 DIFFERENT THAN THE STORIES THAT YOU WERE TOLD.

12 NOW, TYPICALLY -- AND THE COURT, JUDGE
13 BUCKWALTER, ALREADY GAVE YOU A FORESHADOWING OF THIS
14 -- TYPICALLY, THE DEFENDANT LIKE ALLSTATE DOES NOT
15 HAVE THE BURDEN OF PROOF. TYPICALLY, IT'S ON THE
16 PLAINTIFF. BUT THIS CASE IS DIFFERENT. WE HAVE THE
17 BURDEN OF PROOF HERE. WHY? A RELEASE CONTRACT IS
18 WHAT IS WHAT IS CALLED AN AFFIRMATIVE DEFENSE. SO
19 SOMEONE SUES US AND WE SAY, OH, WE HAVE A RELEASE.
20 YOU PROMISED THAT YOU WERE WAIVING AND SURRENDERING
21 ALL OF YOUR CLAIMS. AND BECAUSE IT'S AN AFFIRMATIVE
22 DEFENSE, WE THEREFORE HAVE TO PROVE THAT THE RELEASE
23 WAS SIGNED KNOWINGLY AND VOLUNTARILY. SO THE BURDEN
24 IS ON US. MAKE NO MISTAKE ABOUT IT, WE HAVE THE
25 BURDEN OF PROOF ON THAT BY A PREPONDERANCE.

1 THE JUDGE WILL EXPLAIN TO YOU WHAT A
2 PREPONDERANCE OF THE EVIDENCE IS, AND I WILL LET THE
3 JUDGE'S INSTRUCTIONS SPEAK FOR THAT. I WON'T SPEAK
4 FOR THE JUDGE ON THAT.

5 BUT WHEN YOU APPLY THE LAW TO THE
6 EVIDENCE HERE, AND YOU ARE GOING TO APPLY IT TO EACH
7 PLAINTIFF INDIVIDUALLY, ONE OF THE INSTRUCTIONS THAT
8 YOU ARE GOING TO HEAR IS THAT THESE ARE REALLY TEN
9 INDIVIDUAL TRIALS. WHAT WAS TRUE FOR ONE PLAINTIFF
10 IS NOT TRUE FOR THE OTHER PLAINTIFF. THESE ARE
11 FACT-SPECIFIC PLAINTIFF BY PLAINTIFF. WHEN YOU
12 APPLY THE EVIDENCE, YOU HAVE A VERDICT FORM FOR EACH
13 PLAINTIFF. SO IF WE CAN PUT UP THE VERDICT FORM,
14 PLEASE, JASON.

15 THE VERDICT FORM IS VERY SIMPLE: WE
16 THE JURY EMPANELED AND SWORN IN THE ABOVE ENTITLED
17 ACTION FIND AS FOLLOWS: HAS ALLSTATE PROVEN BY A
18 PREPONDERANCE OF THE EVIDENCE THAT ROGER BOYD SIGNED
19 THE RELEASE KNOWINGLY AND VOLUNTARILY? YOU ARE
20 GOING TO HAVE TEN OF THOSE. YOU ARE GOING TO CHECK
21 YES OR YOU ARE GOING TO CHECK NO ON EACH ONE.

22 WE THINK THE EVIDENCE ESTABLISHES, AND
23 ALLSTATE SUBMITS THAT THE EVIDENCE ESTABLISHES THAT
24 YOU SHOULD CHECK YES, ALLSTATE HAS PROVEN BY A
25 PREPONDERANCE OF THE EVIDENCE THAT ROGER BOYD -- BUT

1 YOU MAY FIND THAT IT'S TRUE FOR EIGHT PLAINTIFFS AND
2 NOT FOR TWO OTHERS. YOU MAY FIND IT'S TRUE FOR SOME
3 AND NOT OTHERS. THIS IS YOUR COLLECTIVE WISDOM AND
4 JUDGMENT. WE SUBMIT TO YOU THE EVIDENCE JUSTIFIES
5 CHECKING YES ON EACH, BUT THAT IS UP TO YOU.

6 SO NOW LET'S TURN TO THE FOUR ORIGINAL
7 FACT BUCKETS. WE ARE GOING TO START WITH TIME, D
8 208, PLEASE, JASON. TIME, NOVEMBER OF 1999.
9 ALLSTATE INFORMS THE AGENTS OF THE PREPARING FOR THE
10 FUTURE PROGRAM. THE PRIOR OCTOBER, YOU SAW, GAVE
11 KIND OF A HEADS-UP WARNING IN AN E-MAIL, IN A
12 LETTER. IT THEN INVITED AGENTS TO MEETINGS. IT
13 EXPLAINED THE PROGRAM TO THEM. IT HAD THAT WHITE
14 BOX, THAT BIG WHITE BOX, PREPARING FOR THE FUTURE,
15 WHICH I SHOWED YOU IN THE OPENING. IN THE WHITE BOX
16 WAS THE RELEASE, THE INFORMATION BOOKLETS, THE
17 INFORMATION NOTICE. ALLSTATE DID THE QUESTIONS AND
18 ANSWERS. D 106, PLEASE, JASON. THIS IS AN EXAMPLE
19 OF JUST SOME OF THE STUFF THAT WAS PROVIDED IN THE
20 WHITE BOX OR OTHERWISE. THERE WAS NO ATTEMPT TO
21 HIDE OR MISLEAD OR COVER AND NOT TELL. THEY LAID IT
22 ALL OUT THERE.

23 SO WHY IS THE TIME BUCKET IMPORTANT?
24 WELL, FIRST, IT GIVES THEM SEVEN MONTHS TO PLAN WHAT
25 THEY WANT TO DO. MOST PEOPLE WHEN THEY ARE LAID OFF

1 GET ALMOST NO TIME. WE JUST SAW THERE WAS A GREAT
2 RECESSION. YOU KNOW FROM YOUR OWN COMMON EXPERIENCE
3 EXACTLY HOW IT WORKS. WHO GETS SEVEN MONTHS PLUS AN
4 OFFER OF ANOTHER THREE MONTHS OF BASE SEVERANCE, TEN
5 MONTHS AT A MINIMUM? WHO GETS THAT? IT'S ALMOST
6 UNHEARD OF. YOU KNOW THAT FROM YOUR OWN COMMON LIFE
7 EXPERIENCES.

8 SECONDLY, WHEN PEOPLE TALK ABOUT BEING
9 FORCED OR PRESSURED, THEY TYPICALLY ARE TALKING
10 ABOUT AT THE MOMENT, THEY HAVE NO TIME, THERE IS NO
11 TIME TO PLAN, THERE IS NO TIME TO ADJUST, THERE'S NO
12 TIME TO THINK ABOUT THINGS. HERE THEY HAD SEVEN
13 FULL MONTHS, ALMOST SEVEN FULL MONTHS.

14 FINALLY, EACH PLAINTIFF WAS GIVEN THE
15 ABSOLUTE RIGHT TO REVOKE. THEY COULD SIGN IT AND
16 THEN THEY HAD SEVEN DAYS TO REVOKE IT. OF COURSE,
17 NONE OF THEM DID.

18 SO NOW BECAUSE THIS IS, AND WE TOLD YOU
19 IN OUR OPENING WE WOULD DO THIS, BECAUSE THIS IS A
20 TRIAL OF PLAINTIFF BY PLAINTIFF, AS I GO THROUGH
21 EACH FACT BUCKET I'M GOING TO ILLUSTRATE THE
22 SPECIFIC FACTS FOR A COUPLE OF PLAINTIFFS. SO FOR
23 THE FACT TIME BUCKET I'M GOING TO ILLUSTRATE THE
24 SPECIFIC FACTS FOR TWO PLAINTIFFS, MR. PERKINS AND
25 MS. CREWS KELLY. WE ARE GOING TO DO A DEEP DIVE ON

1 THE FACTS FOR THOSE TWO PLAINTIFFS.

2 LET'S START WITH MR. PERKINS, PLEASE.

3 SEVEN MONTHS TO MAKE A DECISION. HE RECEIVED SEVEN
4 MONTHS OF PAY FROM ALLSTATE. WAS GIVEN SEVEN DAYS
5 TO RESCIND, BUT DID NOT. NEVER TESTIFIED THAT HE
6 SOUGHT ANOTHER JOB.

7 DID YOU NOTICE SOMETHING IN THIS TRIAL?
8 THEY ARE GIVEN NEARLY SEVEN MONTHS NOTICE AND THEY
9 ALL SAY -- NOT ALL OF THEM. SEVERAL OF THEM SAY, I
10 WAS GOING TO LOSE EVERYTHING, ET CETERA, ET CETERA.
11 NOT A ONE OF THEM MADE AN EFFORT TO FIND ANOTHER
12 JOB. UNFORTUNATELY, IN OUR SOCIETY PEOPLE GET LAID
13 OFF ALL THE TIME AND PEOPLE THEN GO OUT AND LOOK FOR
14 WORK. NOT A ONE OF THESE PEOPLE TESTIFIED THAT THEY
15 DID THAT EXCEPT FOR MR. KEARNEY, WHO SAID HE MADE
16 SOME CALLS TO WORK FOR ALLSTATE. THEY DID NOT EVEN
17 TRY TO FIND ANOTHER JOB. THAT WAS THEIR CHOICE.

18 MR. PERKINS TESTIFIED THAT HE CHOSE TO
19 OPEN A NEW INDEPENDENT INSURANCE AGENCY SELLING
20 INSURANCE. HE DID NOT FILE A LAWSUIT PRIOR TO
21 JULY 31ST, 2001. NEXT PAGE. HIS CHOICES. HE HAD
22 THE FOUR PROGRAM OPTIONS. HE HAD THE LAWSUIT
23 OPTION. HE HAD ANOTHER BUSINESS OPTION. HE HAD
24 ANOTHER JOB OPTION. HE HAD ANOTHER ALLSTATE JOB
25 OPTION. HAD HE CHOSEN TO TAKE ANY OF THEM -- OF

1 COURSE, HE DID NOT WANT TO WORK FOR ALLSTATE AFTER
2 THIS.

3 NOW, IT'S TRUE ON DIRECT HE HAD A
4 STORY. HE WAS FACING FINANCIAL RUIN IF HE TOOK THE
5 BASE SEVERANCE, THAT IS, IF HE DIDN'T DO ANYTHING,
6 IF HE DID NOT LOOK FOR ANOTHER JOB, IF HE DID NOT DO
7 ANYTHING AT ALL, OF COURSE HE DID NOT BRING HIS
8 FINANCIALS IN TO SAY THAT. HE DID NOT SHOW US
9 EXACTLY WHAT HIS BANK ACCOUNT SHOWED. BUT IN OUR
10 COUNTRY WHEN YOU ARE LAID OFF, THIS MAN HAD AT LEAST
11 TEN MONTHS OF PAY, THE SEVEN -- NEARLY SEVEN MONTHS
12 THAT ALLSTATE WAS PAYING HIM AND THEN THE 13 WEEKS
13 OF BASE SEVERANCE THAT HE DID NOT HAVE TO SIGN A
14 RELEASE FOR. THAT IS PRETTY UNUSUAL.

15 HE ABSOLUTELY CONSIDERED THE FOUR
16 OPTIONS. HE NEVER TESTIFIED THAT HE COMPLAINED TO
17 ALLSTATE IN WRITING BEFORE SIGNING THE RELEASE. HE
18 MET WITH A LAWYER AND HE SIGNED THE RELEASE.

19 NEXT PAGE, PLEASE. IN EXCHANGE FOR
20 SIGNING THE RELEASE, MR. PERKINS RECEIVED AN
21 ECONOMIC INTEREST IN THE BOOK OF BUSINESS. THEY
22 DIDN'T OWN IT. IT'S UNDISPUTED THEY DID NOT OWN THE
23 ECONOMIC INTEREST IN THE BOOK OF BUSINESS, AND YOU
24 KNOW WHY YOU CAN KNOW THAT FOR CERTAINTY? MS.
25 REINERIO WHEN SHE TESTIFIED, CAME IN AND SAID THAT

1 SHE INHERITED, SHE TOOK OVER THE BOOK OF BUSINESS
2 FROM A DEPARTED AGENT. NOT ONLY DID THEY ALL ADMIT
3 IT, BUT MS. REINERIO ADMITTED IT. HE RECEIVED
4 \$5,000 IN CASH. HE SOLD THE BOOK OF BUSINESS FOR
5 \$148,000 AND HE USED THE MONEY HE RECEIVED UNDER
6 OPTION 2 TO OPEN UP AN INDEPENDENT INSURANCE AGENCY.

7 HOLD THE PRESSES. STOP THIS GAME. ALL
8 THESE PEOPLE -- NOT ALL OF THEM. SOME OF THESE
9 PEOPLE SAID THAT THE COVENANT NOT TO COMPETE KEPT
10 THEM OUT OF THE INSURANCE BUSINESS. YOU CAN'T
11 EXPLAIN MR. PERKINS. HE CASHED OUT. HE CASHED OUT.
12 HE FIGURED OUT HOW MUCH MONEY HE NEEDED. HE OPENED
13 UP A NEW INSURANCE AGENCY SHORTLY THEREAFTER SELLING
14 INSURANCE. THAT STORY CAN'T BE EXISTING OR CAN'T BE
15 TRUE IF THEIR ARGUMENT THAT THE COVENANT NOT TO
16 COMPETE PREVENTED THEM FROM OPERATING EVER AGAIN AS
17 AN INSURANCE AGENT. AND, BY THE WAY, MS. CREWS
18 KELLY DID THE SAME BECAUSE SHE WENT INTO BUSINESS IN
19 THE NEW MASON CREWS AGENCY. NEXT, PLEASE.

20 PERKINS MADE A PROMISE TO ALLSTATE.
21 ALLSTATE FULFILLED ITS PART OF THE BARGAIN. MR.
22 PERKINS DID IT AT FIRST, BUT THEN OVER A YEAR LATER,
23 AFTER HE RECEIVED THE BENEFIT, AFTER HE RECEIVED THE
24 MONEY, AFTER HE RECEIVED THE ECONOMIC INTEREST, HE
25 SUED AND ATTEMPTS TO TAKE BACK HIS PROMISE. IT'S UP

1 TO YOU TO DETERMINE WHETHER THAT IS RIGHT.

2 NEXT SLIDE, PLEASE. WAS HIS CHOICE
3 KNOWING? COLLEGE DEGREE, SOPHISTICATED,
4 INTELLIGENT, EDUCATED. YES, HE READ AND UNDERSTOOD
5 THE RELEASE. YES, HE KNEW WHAT HE WAS GIVING UP. I
6 ASKED YOU AT THE TIME YOU SIGNED THE RELEASE YOU
7 KNEW PRECISELY WHAT YOU WERE GIVING UP, RIGHT? YES.

8 NEXT SLIDE, PLEASE. HE MADE A
9 CONSCIOUS, INTELLIGENT CHOICE ABOUT WHAT WAS BEST
10 FOR HIM. YOU WANTED TO SELL YOUR BOOK OF BUSINESS,
11 RIGHT? GIVEN THE OPTIONS THAT ALLSTATE GAVE US, IT
12 WAS MY BEST OPTION. I ASKED HIM. I VOLUNTARILY
13 MAKE THE FOLLOWING ELECTION. I ASKED HIM THAT. HE
14 SAID HE DID. AT THE TIME ON THIS WITNESS STAND HE
15 SAID HE VOLUNTARILY MADE THE ELECTION. OF COURSE,
16 ON DIRECT HE SAID I HAD NO CHOICE. YOU DECIDE WHO
17 IS TELLING THE TRUTH. THAT IS IN WRITING. THAT IS
18 IN HIS TESTIMONY ON CROSS EXAMINATION, WHICH IS THE
19 ONLY WAY WE CAN HAVE A FERRETING OUT THE TRUTH IN
20 OUR SOCIETY SOMETIMES.

21 NEXT PAGE. CHOICE VOLUNTARY. YEAH.
22 THIS WAS ON DIRECT. WHEN YOU DECIDED TO SELL YOUR
23 BOOK OF BUSINESS, BUT YOU ALSO SAID YOU WOULD
24 CONTINUE YOUR CAREER AS AN INSURANCE AGENT. HOW
25 WERE YOU GOING TO CONTINUE AS AN INSURANCE AGENT

1 ONCE YOU SOLD YOUR BOOK? ONCE I SOLD MY BOOK, I
2 COULD THEN INVEST IN START-UP EXPENSES AND HAVE
3 ENOUGH TO REPLACE THE LOST INCOME. I ESTIMATED THAT
4 IT WOULD TAKE ABOUT 150,000 TO DO THAT. ALL RIGHT.
5 SO IN ORDER TO STAY AS AN INSURANCE AGENT YOU
6 ELECTED TO SELL YOUR BOOK OF BUSINESS AND USE THE
7 PROCEEDS TO START UP A NEW INDEPENDENT AGENCY?
8 THAT'S CORRECT. WHICH IS WHAT HE DID.

9 NEXT SLIDE, PLEASE. HE ACCEPTED THE
10 PROGRAM AND AGREED TO BE BOUND BY THE RELEASE. THIS
11 IS ON CROSS EXAMINATION. I ASKED HIM: YOU AGREED
12 TO THAT AT THE TIME? I DID.

13 NEXT SLIDE, PLEASE. MR. PERKINS'
14 CREDIBILITY. HE CLAIMED HIS MANAGER VERBALLY TOLD
15 HIM THAT HE WOULD BE HOME FREE AFTER LIFE
16 VALIDATION. BUT THE R830 DOES NOT SAY THAT. AND HE
17 ADMITS THAT THERE IS NO JOB FOR LIFE LANGUAGE IN HIS
18 CONTRACT.

19 NEXT SLIDE, PLEASE. HE CLAIMS HE MADE
20 INVESTMENTS OF 17,000, BUT ON CROSS EXAMINATION
21 ADMITTED THAT AT THE DEPOSITION HE PREVIOUSLY HAD
22 TESTIFIED THAT ALLSTATE'S OEA FOR THE MOST PART
23 COVERED HIS EXPENSES. WHEN WE TOOK HIS DEPOSITION,
24 HE SAID MOST OF THOSE EXPENSES WERE COVERED BY
25 ALLSTATE'S OEA. NOW HE CLAIMS 17,000. YOU KNOW

1 WHAT? GIVE IT TO HIM, BECAUSE YOU ARE GOING TO SEE
2 IN A MINUTE THIS GUY IS THE WARREN BUFFETT OF THE
3 INSURANCE AGENTS HERE.

4 NEXT SLIDE, PLEASE. HE CLAIMS HE MADE
5 17,000 INVESTMENTS, BUT HE TOOK THEM AS A TAX
6 DEDUCTION AS EXPENSES. LOOK, FEDERAL TAXES ARE
7 ACCORDING TO WHAT THE RULES ARE AND THE LAW. HE
8 WANTS TO TELL YOU THEY ARE INVESTMENTS. HE TOLD THE
9 IRS THAT THEY WERE EXPENSES FOR WHICH HE PAID LESS
10 TAXES. THE TWO STORIES DO NOT HANG TOGETHER. HE
11 CLAIMS HE MADE INVESTMENTS OF 17,000, WHICH WERE
12 THINGS LIKE VEHICLES, UTILITIES AND MEALS. EVERY
13 WORKING AMERICAN HAS A VEHICLE, JUST ABOUT,
14 UTILITIES AND MEALS. THESE ARE NOT INVESTMENTS. HE
15 MADE 17,000 OUT-OF-POCKET INVESTMENTS, BUT HE WOULD
16 NOT AGREE TO THE OBVIOUS WHEN ASKED WHETHER SELLING
17 THE BOOK OF BUSINESS FOR 148,000 MEANT THAT HE HAD
18 870 PERCENT RETURN. HE SAID OH, WELL, I ALSO WORKED
19 HARD, FOR WHICH HE WAS PAID WELL AT THE TIME. BUT
20 IF HE HAD 17,000 INVESTMENTS, HE SOLD THE BOOK,
21 ECONOMIC INTEREST IN THE BOOK OF BUSINESS FOR 148,
22 THAT IS AN 870 PERCENT RETURN. THAT IS A WARREN
23 BUFFETT ACCORDING TO HIS TAX RETURN HE EARNED
24 \$550,009 FROM 1986 TO '94.

25 NEXT SLIDE, PLEASE. MADE INVESTMENTS

1 BUT HE RECOUPED THEM. TELLS YOU HE MAKES
2 INVESTMENTS. THE FACTS ARE HE RECOUPED THEM.

3 NEXT SLIDE, PLEASE. THAT IS MR.
4 PERKINS. IN EXCHANGE FOR A PIECE OF PAPER THAT HE
5 GAVE ALLSTATE, ALLSTATE TRANSFERRED TO HIM \$153,000
6 IN MONEY OR ECONOMIC CONSIDERATION WHICH HE HAS KEPT
7 EVER SINCE. HE HAS BEEN IN THE INSURANCE BUSINESS
8 EVER SINCE, ACCORDING TO HIS TESTIMONY.

9 SECOND DEEP DIVE, CREWS KELLY. SEVEN
10 MONTHS, 200 DAYS TO MAKE THE DECISION. SEVEN MONTHS
11 OF PAY FROM ALLSTATE. DID NOT REVOKE. NEVER
12 TESTIFIED THAT SHE SOUGHT ANOTHER JOB. SHE SAID SHE
13 SOLD TO REGGIE. LUCKY REGGIE. SHE SOLD TO HIM FOR
14 LESS THAN IT WAS WORTH BECAUSE SHE WANTED TO GO INTO
15 BUSINESS WITH HIM. DID NOT FILE A LAWSUIT.

16 NEXT SLIDE, PLEASE. SHE HAD THE SAME
17 OPTIONS. SHE NEVER TESTIFIED SHE COMPLAINED TO
18 ALLSTATE IN WRITING BEFORE SIGNING THE RELEASE.
19 CONSULTED WITH HER TAX ACCOUNTANT PRIOR TO SIGNING
20 THE RELEASE. HE GAVE HER HIS OPINION ON WHAT SHE
21 SHOULD DO. AFTER SHE MET WITH THE ACCOUNTANT AS
22 WELL AS HER LAWYER, SHE DECIDED TO SELL HER BOOK OF
23 BUSINESS AND SIGN THE RELEASE. AND SHE SOLD THE
24 BOOK OF BUSINESS. THE CONTRACT WAS ENTERED INTO
25 BEFORE SHE SIGNED THE RELEASE.

1 NEXT SLIDE, PLEASE. TALKS ABOUT
2 MEETING WITH LAWYERS.

3 NEXT SLIDE, PLEASE. IN EXCHANGE FOR
4 THE RELEASE, SHE GOT OVER \$500,000, 419 PAID IN
5 INSTALLMENTS OVER FIVE YEARS AT 8-AND-A-HALF PERCENT
6 INTEREST. SHE RECEIVED THE ABILITY TO CONTINUE
7 SELLING ALLSTATE INSURANCE, WORKING AT THE MASON
8 CREWS AGENCY. SHE RECEIVED DEBT FORGIVENESS. SHE
9 RECEIVED \$5,000 IN CASH. SHE KEPT HER VESTED
10 MEDICAL BENEFITS AND SHE KEPT HER VESTED PENSION.

11 WHEN THEY SAY THEY LOST THINGS, NO.
12 WHEN YOU LOSE A JOB, YOU DON'T KEEP ACCRUING PENSION
13 BENEFITS. THEY LOST THEIR JOBS. THEY WERE
14 TERMINATED. THEY DID NOT LOSE WHAT THEY HAD.

15 NEXT SLIDE, PLEASE. SHE MADE A PROMISE
16 TO ALLSTATE BUT AGAIN WANTS TO BACK OUT OF IT.

17 NEXT SLIDE, JASON. WAS SHE KNOWING?
18 VERY SOPHISTICATED, VERY EDUCATED, VERY INTELLIGENT.
19 TALKED WITH A LAWYER, TALKED WITH HER ACCOUNTANT.
20 DID SHE INTEND TO HONOR HER PROMISE OF WAIVING ALL
21 CLAIMS AGAINST ALLSTATE? SHE SAYS ONLY IF IT'S
22 LEGAL. WHAT DOES THAT MEAN? YOU KNOW, WHEN YOU
23 WERE KIDS, THERE USED TO BE THIS THING -- AT LEAST
24 IN THE UPPER MIDWEST WHERE I'M FROM. YOU HAD THIS
25 SHAKE HANDS AND THEN THE GUY WOULD HAVE CROSSED HIS

1 FINGERS BEHIND HIS BACK. WHAT IS THAT? IS THAT
2 WHEN SHE DID HERE? SHE SIGNED THE RELEASE BECAUSE
3 SHE SAID ONLY IF IT'S LEGAL BUT I WILL TAKE THE
4 MONEY IN THE MEANTIME? REALLY? SHE ADMITS ALLSTATE
5 PROVIDED TONS OF MATERIAL ON THE PROGRAM.

6 NEXT SLIDE, PLEASE. MADE A CONSCIOUS,
7 INTELLIGENT CHOICE. SOLD HER BOOK OF BUSINESS
8 15 DAYS BEFORE SIGNING THE RELEASE. SHE TURNED DOWN
9 OFFERS FOR MUCH, MUCH MORE THAN THE 500,000. SIGNED
10 THE RELEASE AFTER SPEAKING WITH HER LAWYER.

11 NEXT SLIDE. CREDIBILITY. SHE SAYS SHE
12 WAS TOLD IN 1980 IN VERBAL CONVERSATION SHE WOULD
13 STAY AT ALLSTATE FOR THE REST OF HER CAREER. ADMITS
14 THAT ALLSTATE NEVER SAID TOLD HER A JOB FOR LIFE.
15 R830 CONTRACT WAS TERMINABLE AT WILL. ADMITS SHE
16 NEVER THOUGHT ABOUT THE TERMINATION PROVISION IN HER
17 CONTRACT BEFORE NOW. SHE SAID SHE HAD NO CHOICE,
18 BUT WAS FORCED. NOW SHE IS SAYING THAT WAS TRUE OF
19 THE NOA WHEN SHE WAS AN NOA THAT SHE SUPPOSEDLY
20 LIKED SO MUCH. SHE CLAIMED SHE WAS FORCED TO SIGN
21 THE RELEASE, BUT SHE SOLD THE BOOK OF BUSINESS FOR
22 LESS MONEY TO A GOOD FRIEND'S SON.

23 NEXT SLIDE, PLEASE. CLAIMS ALLSTATE
24 HAD WRONGED HER. I MEAN, WHO -- IF YOU HAVE A CLOSE
25 FRIEND AND IT'S HIS SON AND YOU ARE SO ANGRY AT THE

1 EMPLOYER WHO HAS WRONGED YOU, WHO, SERIOUSLY, SAYS
2 OH, GO WORK FOR THAT COMPANY WHO HAS BEEN SO MEAN TO
3 ME AND I'M SO ANGRY ABOUT, PARTICULARLY WHEN YOU CAN
4 SELL TO OTHERS. DOES THAT RING TRUE? SOME FRIEND.

5 SHE MADE 180,000 OUT OF POCKET IN
6 INVESTMENTS, SHE SAYS, BUT OF COURSE SHE TOOK TAX
7 DEDUCTIONS ON THEM, NOT AS INVESTMENTS BUT AS
8 EXPENSES. AND SHE EARNED \$922,000 BETWEEN 1990 AND
9 1999. SHE WAS WELL, WELL PAID. SHE CLAIMS SHE
10 NEVER WANTED TO BECOME AN EA INDEPENDENT CONTRACTOR
11 AGENT BECAUSE OF THE 90 DAYS NOTICE. YOU HEARD THAT
12 REPEATEDLY. OF COURSE, THAT 90 DAYS WAS A
13 GUARANTEE. TERMINABLE AT WILL, BUT YOU CAN DO IT ON
14 30 DAYS. THAT IS WHAT THE CONTRACT PROVIDED.

15 NEXT SLIDE, PLEASE. SHE SAID SHE WAS
16 ANGRY, BUT SHE SOLD IT TO THE FAMILY FRIEND AND SHE
17 SAID SHE WAS SO ANGRY THAT SHE WOULD NOT EVEN PONY
18 UP -- SHE KNEW WHAT PONY UP MEANT, SHE HAS HORSES, I
19 GUESS OR KNOWS ABOUT HORSES -- WOULD NOT EVEN PONY
20 UP \$2,000 TO SUE ALLSTATE TO STOP THE RELEASE.

21 NEXT SLIDE. THAT IS HOW MUCH SHE GOT.
22 IN EXCHANGE FOR SIGNING THE RELEASE, SHE GOT
23 \$503,497.

24 OKAY, NOW, WE ARE GOING TO GO TO BASIC
25 FACT NUMBER TWO, CHOICES. ALLSTATE TERMINATED THESE

1 PEOPLE. THAT IS A FACT. THEY GAVE THEM FOUR
2 OPTIONS. THAT IS AN UNDISPUTED FACT.

3 DTX 107, PLEASE. CONVERSION,
4 CONVERSION AND SALE, ENHANCED SEVERANCE AND BASE
5 SEVERANCE. NOW, MR. HARPER TESTIFIED ABOUT A BOOK
6 OF BUSINESS. HE SAID IT WAS LIKE PLANTING ORCHARDS,
7 PEACH TREES OR APPLE TREES OR OTHER CROPS. YOU ALL
8 REMEMBER THAT HE USED THAT ANALOGY. THE PROBLEM IS,
9 IT WAS NOT HIS LAND. THEY WERE NOT HIS TREES. THEY
10 WERE NOT HIS CROP, AND THEY WERE NOT HIS FRUIT.
11 THEY BELONGED TO ALLSTATE. THAT IS WHAT THE
12 CONTRACT PROVIDED, WHICH THEY ADMITTED.

13 AND THAT'S WHAT MS. REINERIO CONFIRMED
14 FOR YOU WHEN SHE SAID SHE TOOK OVER A BOOK OF
15 BUSINESS TO SERVICE FROM A DEPARTING AGENT. IT'S
16 ALSO ESTABLISHED FACT NUMBER 18. SO IF YOU LOOK AT
17 YOUR ESTABLISHED FACTS, PUT THAT UP FOR US, JASON.
18 THAT WAS FACT 18. THE COMPANY OWNS THE BUSINESS.
19 ESTABLISHED FACT. NOW OF COURSE IF YOU THINK THE
20 EVIDENCE IS DIFFERENT, YOU CAN REJECT THE
21 ESTABLISHED FACTS, AS JUDGE BUCKWALTER SAID. BUT
22 THAT IS AN ESTABLISHED FACT.

23 BUT EACH OF THE PLAINTIFFS TESTIFIED IN
24 THE END THAT THEY UNDERSTOOD THAT THE BOOK OF
25 BUSINESS BELONGED TO ALLSTATE, AND THESE BOOKS OF

1 BUSINESSES WERE VERY, VERY VALUABLE. WE HAVE SEEN
2 THAT WITH CREWS KELLY, WITH MR. PERKINS. HOW MUCH
3 TOTAL WERE THE BOOKS OF BUSINESS WORTH? NOT THE
4 TOTAL AMOUNT THAT THESE PEOPLE WERE PAID. HOW MUCH
5 WERE THE BOOKS OF BUSINESS WORTH?

6 D 209, PLEASE, JASON. THAT IS THE BOOK
7 OF BUSINESS SALES AMOUNTS: 3,419,797. WHAT
8 EMPLOYER IS SO BAD THAT WHEN THEY TERMINATE YOU
9 AFTER GIVING YOU SEVEN MONTHS THEY TRANSFER TO YOU
10 ECONOMIC VALUE WORTH 3.4 MILLION, ALL IN EXCHANGE
11 FOR A PIECE OF PAPER SAYING YOU WON'T SUE THEM AND
12 THEN YOU TURN AROUND AND SUE THEM ANYWAY.

13 NOW LET'S DO A DEEP DIVE ON
14 MR. PETERSON AND MR. CREASE. UNDER CHOICES.
15 MR. PETERSON'S TIME. SEVEN MONTHS. DECIDED TO SIGN
16 THE RELEASE THREE MONTHS EARLY, FOREGO THREE MONTHS
17 OF BENEFITS AND SALARY. THAT WAS HIS CHOICE. HE
18 DID NOT HAVE TO DO IT THAT WAY. DID NOT RESCIND.
19 NEVER SOUGHT ANOTHER JOB. NEVER SOUGHT AN ALLSTATE
20 JOB. DID NOT FILE A LAWSUIT.

21 NEXT SLIDE, PLEASE. HE HAD THE SAME
22 OPTIONS. HE DID NOT WANT OPTIONS 2 TO 4. HE TURNED
23 DOWN 103,000 IN ENHANCED SEVERANCE. HE NEVER
24 COMPLAINED TO ALLSTATE IN WRITING. HE CHOSE NOT TO
25 CONSULT A LAWYER BECAUSE AS HE SAID AT DEPOSITION,

1 HE DID NOT LIKE LAWYERS.

2 NEXT SLIDE, PLEASE. WHAT DID HE GET
3 FOR SIGNING THE RELEASE? HE GOT A NEW JOB, GOT A
4 NEW JOB THAT OTHERWISE HE WOULD NOT HAVE GOTTEN. HE
5 GOT DEBT FORGIVENESS AND THE NEW JOB AS A BUSINESS
6 OWNER SELLING ALLSTATE INSURANCE, HIGHER
7 COMMISSIONS, PARTICIPATION IN THE STOCK BONUS PLAN,
8 ECONOMIC INTEREST IN THE BOOK OF BUSINESS THAT IS
9 WORTH \$325,000, THE ABILITY TO BUY ANOTHER AGENT'S
10 BOOK OF BUSINESS. DID YOU HEAR MR. PETERSON SAY
11 THERE WAS A MARKET? OTHER TERMINATED AGENTS WERE
12 BUYING OTHER AGENTS' BOOKS OF BUSINESS BECAUSE THEY
13 COULD GROW. THAT IS WHAT MR. LIDDY SAID. THEY
14 COULD GROW THEIR BUSINESSES. HE HAD A SATELLITE
15 LOCATION AND HE GOT \$5,000 IN CASH.

16 NEXT SLIDE, PLEASE. HE MADE THE SAME
17 PROMISE THAT HE NOW WANTS TO TAKE BACK.

18 NEXT SLIDE, PLEASE. HE WAS A
19 SOPHISTICATED, INTELLIGENT MAN, COLLEGE DEGREE. HE
20 READ AND UNDERSTOOD THE RELEASE. HE KNEW WHAT HE
21 WAS GIVING UP. HE EVALUATED EACH OF THE OPTIONS.
22 THAT IS WHAT HE TESTIFIED TO.

23 NEXT SLIDE, PLEASE. AND I ASKED HIM,
24 JUST LIKE MR. PERKINS, UNDER CROSS EXAMINATION:
25 DESPITE WHAT YOU SAID ON DIRECT, WHEN YOU SIGNED

1 YOUR NAME TO THE RELEASE DID YOU AGREE TO ACCEPT THE
2 PROGRAM AND AGREE TO BE BOUND BY ITS TERMS AND THE
3 TERMS OF THE RELEASE OR DID YOU NOT AGREE? YES.
4 YOU AGREED? YES. HE AGREED. HE LOOKED YOU IN THE
5 EYE AND TOLD YOU HE AGREED BACK THEN.

6 SO WHAT CHANGED? NOT A SINGLE
7 PLAINTIFF HAS EXPLAINED TO YOU WHY THEY DID NOT FILE
8 A LAWSUIT BEFORE THE PROGRAM, OTHER THAN ALLSTATE'S
9 A BIG COMPANY, ALTHOUGH THEY FILED ONE LATER. NOT A
10 SINGLE ONE EXPLAINED TO YOU WHY AFTER THEY SIGNED
11 THE RELEASE DID NOT FILE A SUIT UNTIL AUGUST OF
12 2001.

13 WAS IT VOLUNTARY? HE SAYS HE WOULD
14 HAVE CHOSEN OPTION 1 EVEN WITHOUT THE RELEASE. THE
15 RELEASE WAS NOT MATERIAL TO THIS MAN.

16 NEXT SLIDE, PLEASE. CREDIBILITY. HE
17 SAID HE WANTED TO REMAIN AN AGENT EMPLOYEE, BUT HE
18 DECIDED TO SIGN THE RELEASE THREE MONTHS EARLY.
19 REMEMBER THE MAN? HE WAS TICKLED PINK WHEN I ASKED
20 HIM ABOUT THE MEDICAL BENEFITS. CALLED HIS WIFE AND
21 SAID HONEY, IS THIS WHAT I THINK IT IS? WE GOT
22 MEDICAL BENEFITS. ALLSTATE DID RIGHT BY THESE
23 PEOPLE.

24 NEXT SLIDE. HE CLAIMED HIS MANAGERS
25 TOLD HIM THAT HE HAD A LIFETIME CAREER, BUT HIS

1 CONTRACT WAS TERMINABLE AT WILL. HE NEVER REQUESTED
2 AN AGENT REVIEW BOARD. HE KNEW FROM HIS DEGREE IN
3 BUSINESS THAT ALLSTATE COULD BE REORGANIZED OR
4 DOWNSIZED. AND HE AGREED THAT ALLSTATE COULD SHUT
5 DOWN OR WITHDRAW FROM MARKETS. DO YOU REMEMBER
6 MR. KAUFMAN TALK ABOUT ALLSTATE WITHDREW FROM THE
7 MASSACHUSETTS MARKET? NO MORE AGENTS. WHY?
8 BECAUSE IT'S TERMINABLE AT WILL.

9 NEXT SLIDE, PLEASE. HE CLAIMED HE MADE
10 INVESTMENTS, BUT HE HAS NO RECORDS OF THEM, NONE
11 WHATSOEVER, NOT A SINGLE PIECE OF PAPER. COULD NOT
12 SAY IN ANY GIVEN YEAR HOW MUCH OEA HE HAD. HE
13 ADMITTED THAT HE AND HIS OFFICE MATES EXCEEDED THEIR
14 OEA'S BY VERY LITTLE. AND THEN HE SOLD HIS BOOK OF
15 BUSINESS FOR \$325,000. FINAL SLIDE. HE CLAIMED
16 40,000 OUT OF POCKET, BUT HE RECOUPED 4 TO 1. IF
17 THAT WAS TRUE, HE RECOUPED IT 4 TO 1, 400 PERCENT
18 RETURN. AND IN 1997 HE IS EARNING \$100,000 A YEAR.
19 SO THAT IS MR. PETERSON.

20 NOW MR. CREASE, DEEP DIVE.

21 OH, BY THE WAY, 330,000. MR. PETERSON
22 GOT 330,000 FOR SIGNING THE PIECE OF PAPER, MAKING A
23 PROMISE. REMEMBER MR. HARPER SAID, I SELL PROMISES?
24 IF YOU SELL A PROMISE, YOU ARE OBLIGATED TO KEEP IT,
25 NOT TAKE THE MONEY AND RUN AND THEN TRY TO TAKE IT

1 BACK.

2 SO NEXT SLIDE, MR. CREASE. SAME DEAL,
3 SEVEN MONTHS, SEVEN MONTHS OF PAY, SEVEN DAYS TO
4 RESCIND. NEVER SOUGHT ANOTHER JOB. NEVER PURSUED
5 ANOTHER BUSINESS OPPORTUNITY. DID NOT EVEN SEEK
6 ANOTHER ALLSTATE JOB. THOUGHT ABOUT IT, BUT DID NOT
7 SEEK IT. DID NOT FILE A LAWSUIT.

8 NEXT SLIDE. HAD THE SAME CHOICES. HE
9 CHOSE NOT TO COMPLAIN TO ALLSTATE IN WRITING BEFORE
10 SIGNING THE RELEASE. MET WITH THREE LAWYERS. AFTER
11 HE GOT THE LEGAL ADVICE, INCLUDING IRONCLAD, WHAT
12 DID HE DO? HE SIGNED THE RELEASE. WE HAVE A ROLE
13 IN OUR SOCIETY OF LAWYERS. YOU GO TO A LAWYER, YOU
14 GET LEGAL ADVICE. YOU CHOOSE TO FOLLOW LEGAL
15 ADVICE. DON'T COMPLAIN TO SOMEONE ELSE WHEN YOU
16 FOLLOW THE LEGAL ADVICE.

17 NEXT SLIDE, PLEASE. WHAT DID HE GET?
18 HE GOT A NEW JOB WORKING IN A DIFFERENT RELATIONSHIP
19 AS AN INDEPENDENT CONTRACTOR. DEBT FORGIVENESS,
20 HIGHER COMMISSIONS, PARTICIPATION IN THE STOCK BONUS
21 PLAN, ECONOMIC INTEREST IN THE BOOK OF BUSINESS,
22 \$250,000, THE ABILITY TO BUY ANOTHER AGENT'S BOOK OF
23 BUSINESS, 5,000 IN CASH. NOW HE CLAIMS THAT 250 WAS
24 THE RESULT OF HIS SUBSEQUENT WORK AND SUBSEQUENT
25 INVESTMENTS. I WILL NEED LEAVE THAT FOR YOU TO

1 DECIDE. WE DON'T KNOW WHAT THOSE INVESTMENTS WERE.
2 YOU WILL HAVE TO DECIDE WHETHER THAT RINGS TRUE.

3 NEXT SLIDE, PLEASE. HE MADE A PROMISE.
4 YOU KNOW, WHEN YOU SIGN YOUR NAME TO SOMETHING AS A
5 PROMISE IN EXCHANGE FOR MONEY, HOPEFULLY IT MEANS
6 SOMETHING. IT SHOULD MEAN SOMETHING. I THINK WHEN
7 MOST PEOPLE SIGN IT, IT MEANS SOMETHING. THEY ARE
8 ASKING YOU TO SAY IT MEANS NOTHING.

9 NEXT SLIDE, PLEASE. IN DEPOSITION WHEN
10 YOU SIGNED THE RELEASE AND PROMISED THAT YOU WERE
11 WAIVING ALL YOUR CLAIMS, DID YOU INTEND TO KEEP YOUR
12 PROMISE? IF THE RELEASE WAS FOUND TO BE LEGAL, OF
13 COURSE I INTEND TO BE BOUND BY THAT. WHAT KIND OF
14 ANSWER IS THAT? YOU EITHER AGREE TO THE DEAL OR YOU
15 DON'T AGREE TO THE DEAL. YOU DON'T SAY I'M
16 RELEASING MY CLAIMS, BUT I'M GOING TO SUE YOU ANYWAY
17 TO FIND OUT WHETHER I HAVE CLAIMS THAT I'M NOT
18 RELEASING.

19 NEXT SLIDE, PLEASE. WAS HE KNOWING?
20 SOPHISTICATED, INTELLIGENT. YOU SAW HIM. HE READ
21 AND UNDERSTOOD IT. HE KNEW PRECISELY WHAT HE WAS
22 GIVING UP.

23 NEXT SLIDE, PLEASE. VOLUNTARY? HE
24 MADE A CONSCIOUS, INTELLIGENT CHOICE OF WHAT WAS
25 BEST FOR HIM. HE SAID I WAS FACING FINANCIAL RUIN.

1 HE DID NOT HAVE TO SIGN THE RELEASE AND HE HAD
2 BASICALLY TEN MONTHS OF INCOME TO DO ANY NUMBER OF
3 OTHER THINGS. MOST AMERICANS WHEN THEY'RE LAID OFF,
4 AND YOU KNOW THIS FROM THE GREAT RECESSION, THEY
5 DON'T HAVE ANY TIME. TEN MONTHS OF INCOME AT HIS
6 INCOME? AND HE IS FACING FINANCIAL RUIN? NO. THAT
7 IS THE CONSEQUENCE OF A CHOICE THAT HE DOES NOT LIKE
8 NECESSARILY, BUT HE KNOWS IT'S A GOOD ECONOMIC
9 CHOICE FOR HIM. THEN INCREDIBLY I SAID: LET'S JUST
10 SAY THAT THE OPTION 1 DID NOT REQUIRE A RELEASE.
11 WHAT YOU WOULD HAVE DONE? HE WOULD HAVE SIGNED
12 OPTION 1 ANYWAY, PROVING THAT THE RELEASE IS
13 COMPLETELY IMMATERIAL TO HIM. DID NOT CARE. WANTED
14 OPTION 1.

15 NEXT SLIDE. ASSIGNED NO VALUE TO THE
16 RELEASE. FOLLOWED HIS LAWYER'S ADVICE.

17 262, PLEASE. WE'VE ALREADY COVERED
18 THIS ONE. THAT IS THE IRON CLAD STATEMENT.

19 263. WE ASKED HIM AT DEPOSITION: WAS
20 IT KNOWING AND VOLUNTARY? HE SAID: AT THE END
21 THOSE ARE ALLSTATE'S WORDS. THAT IS WHAT I READ AT
22 THAT TIME, YES. YOU ARE GOING TO HAVE TO DECIDE WAS
23 HE TELLING THE TRUTH AT DEPOSITION OR WAS HE TELLING
24 THE TRUTH NOW. YOU FUNDAMENTALLY HAVE TO DECIDE.
25 DOES IT MAKE SENSE THAT THE MAN DID NOT CARE ABOUT

1 THE RELEASE, HE WOULD HAVE TAKEN OPTION NUMBER 1
2 ANYWAY, BUT SUDDENLY NOW THAT THE RELEASE IS ALL
3 THAT IMPORTANT, AND HE WAS FORCED TO SIGN IT. YOU
4 WILL HAVE TO DECIDE THAT.

5 264, PLEASE. WE JUST COVERED THAT.

6 265. CLAIMS HIS MANAGERS VERBALLY TOLD
7 HIM IN '82 HE HAD A JOB AS LONG AS YOU WANT IT WITH
8 US. CONTRACT IS TERMINABLE AT WILL. IT DOES NOT
9 SAY THAT. HE TOLD US IF IT'S NOT IN WRITING, IT
10 DOES NOT COUNT, BASICALLY.

11 266, PLEASE. COULD NOT IDENTIFY ANY
12 CONTRACT THAT SAID HE HAD JOB SECURITY. NO JOB FOR
13 LIFE LANGUAGE IN HIS CONTRACTS. ADMITS HE WAS NOT
14 TERMINATED BECAUSE OF UNSATISFACTORY JOB
15 PERFORMANCE.

16 267, PLEASE. CLAIMS JOB FOR LIFE, BUT
17 ADMITS THAT ALLSTATE COMPLIED WITH THE TERMINATION
18 PROVISIONS. REMEMBER MR. KAUFMAN CAME IN WITH THE
19 STATEMENT, THE SIGNATURES OF ALL THE VARIOUS
20 REGIONAL VICE PRESIDENTS AND PEOPLE. THEY FOLLOWED
21 THE PROCEDURES? ALLSTATE COMPLIED WITH THE CONTRACT
22 WHEN THEY TERMINATED THEM.

23 NEXT SLIDE, PLEASE. SAYS ALLSTATE KEPT
24 ITS END OF THE BARGAIN, BUT THEN SAYS AND INTERJECTS
25 VOLUNTARILY, BUT I WILL GIVE THE CASH BACK. REALLY?

1 WOULD YOU BELIEVE THAT MAN WAS GOING TO WALK OFF THE
2 WITNESS STAND, GO TO THE BACK OF THE COURTROOM AND
3 WRITE A CHECK TO ALLSTATE FOR A COUPLE HUNDRED
4 THOUSAND DOLLARS? WELL, THAT IS UP TO YOU TO
5 DECIDE. THERE USED TO BE AN EXPRESSION IF YOU HAVE
6 A BRIDGE IN BROOKLYN, I HAVE GOT A PRICE. IT
7 CAPTURES VERY WELL WHAT YOU ALL SAW FROM THE WITNESS
8 STAND. CLAIMED HE HAD A PROPRIETARY INTEREST IN HIS
9 BOOK OF BUSINESS, BUT ADMITS THAT ALLSTATE OWNS THE
10 BOOK.

11 NEXT SLIDE, PLEASE. CLAIMS HE MADE
12 120,000 IN OUT-OF-POCKET INVESTMENTS OVER 12 YEARS,
13 BUT THOSE WERE EXPENSES THAT HE TOOK AS TAX
14 DEDUCTIONS ON HIS TAX RETURNS. LOOK, YOU EITHER ARE
15 TELLING THE IRS THE TRUTH OR YOU ARE TELLING THE
16 JURY THE TRUTH, BUT THE TWO DON'T MATCH. THAT IS UP
17 TO YOU TO DECIDE. AND EXPENSES WERE THINGS LIKE
18 MILEAGE, MEALS, ENTERTAINMENT. THOSE ARE NOT
19 INVESTMENTS. THEY ARE EXPENSES.

20 FINALLY, WHO TOLD YOU ABOUT THE
21 \$250,000 BOOK OF BUSINESS SALE? PLAINTIFFS DID NOT
22 SAY ANYTHING ABOUT THAT IN OPENING AND THEY DID NOT
23 BRING IT ON DIRECT WITH MR. CREASE. I HAD TO ASK
24 HIM ABOUT IT. WHAT WAS THE VALUE? I HAD TO BRING
25 THAT OUT.

1 NEXT SLIDE, PLEASE. SO WHAT DID HE
2 GET? 256,250. WHAT DID ALLSTATE GET? A PIECE OF
3 PAPER WITH A MAN'S PROMISE AND HIS SIGNATURE.
4 PROMISES THAT ARE SIGNED SHOULD MEAN SOMETHING IN
5 OUR SOCIETY, I SUBMIT TO YOU. YOU SHOULD NOT BE
6 ABLE TO WALK AWAY FROM THEM AFTER YOU'VE GOTTEN
7 ECONOMIC INTEREST AND YOU'VE GOTTEN THE VALUE THAT
8 WAS PAID FOR YOU FOR THAT PROMISE.

9 BASIC FACT NUMBER TWO, OPTIONS
10 CONVERSION. THIS WAS THE OPTION WHERE IF YOU DID
11 NOT WANT TO STAY WITH ALLSTATE, YOU COULD CONVERT.
12 ALLSTATE WOULD TRANSFER THE ECONOMIC INTEREST TO YOU
13 AND YOU COULD CONVERT. IT IS UNDISPUTED THAT THREE
14 EMPLOYEE AGENTS TOOK THIS OPTION. THE VERY WEALTHY
15 MR. LAWSON FROM SOUTH CAROLINA, MS. CREWS KELLY WHO
16 ALSO GOT A VERY LARGE PAYDAY, AND MR. PERKINS WHO
17 CASHED OUT.

18 LET'S DO A DEEP DIVE ON MR. LAWSON.
19 SEVEN MONTHS PAY, SEVEN MONTHS TO DECIDE, NEVER
20 SOUGHT ANOTHER JOB. SOUGHT ANOTHER ALLSTATE JOB?
21 IN FACT, NO, HE WANTED TO LEAVE. HE WAS SO UPSET HE
22 WANTED TO LEAVE ALLSTATE. HE DIDN'T WANT TO STAY
23 WITH ALLSTATE. HE DID NOT PURSUE ANOTHER BUSINESS
24 OPPORTUNITY.

25 NEXT SLIDE, PLEASE. HE HAD THE SAME

1 OPTIONS, BUT HE TURNED DOWN AN ENHANCED SEVERANCE
2 OFFER OF 345,093. I TOLD YOU THAT IN OPENING.
3 REMEMBER I SAID, WHO TURNS DOWN \$345,093 WHEN YOU
4 ARE ABOUT TO BE LAID OFF? THAT IS A LOT OF MONEY,
5 FOLKS. HE TURNS IT DOWN BECAUSE HE KNEW THE BOOK OF
6 BUSINESS WAS MORE VALUABLE. HE WANTED TO PLAN HIS
7 RETIREMENT. HE WAS GOING TO USE THAT MONEY TO SELL
8 HIS AGENCY, USE THAT MONEY FOR RETIREMENT FOR HIM
9 AND HIS WIFE. CHOSE NOT TO SPEAK WITH A LAWYER.

10 NEXT SLIDE. WANTED TO LEAVE ALLSTATE
11 AND GET HIS MONEY OUT. HE SAID HE DID NOT TRUST
12 ALLSTATE ANYMORE. HE DIDN'T WANT TO WORK FOR THEM
13 ANYMORE. THAT WAS HIS CHOICE. AND SO HE SIGNED THE
14 RELEASE, TOOK OPTION 2, GOT THE ECONOMIC INTEREST IN
15 THE BOOK OF BUSINESS, AND CASHED OUT. MY INTENTION
16 WAS TO LEAVE ALLSTATE AS QUICK AS I COULD.

17 NEXT SLIDE, PLEASE. WHAT DID HE GET?
18 HE GOT AN EXTENSION OF TIME FROM ALLSTATE TO SELL
19 THE BOOK BECAUSE HE COULD NOT SELL IT IMMEDIATELY.
20 HE GOT 910,000 PURCHASE PRICE WHICH WITH INTEREST
21 CAME TO JUST ABOUT 1.2 MILLION, HE TESTIFIED. HE
22 RECEIVED ALLSTATE RETIREE MEDICAL BENEFITS, ALTHOUGH
23 HE DID NOT TELL ME THAT INITIALLY. I HAD TO HAVE A
24 LITTLE HELP FROM THE JUDGE. I DID NOT REALIZE THAT
25 MEDICARE KICKED IN. YOU MAY REMEMBER THAT? HE

1 SAID, NO, HE WAS NOT GETTING BENEFITS. WELL, HE DID
2 GET THEM UNTIL HE NO LONGER NEEDED THEM BECAUSE HE
3 WAS GETTING THEM FROM MEDICARE, BUT HE DIDN'T WANT
4 TO TELL ME THAT. AND HE KEPT HIS 401(K) PLAN.

5 NEXT SLIDE, PLEASE. HE MADE A PROMISE.
6 ALLSTATE PAID HIM FOR THE PROMISE.

7 NEXT SLIDE. WAS HE KNOWING,
8 SOPHISTICATED, INTELLIGENT? HE WAS A GAMECOCK FROM
9 THE UNIVERSITY OF SOUTH CAROLINA. HE UNDERSTOOD
10 WHAT ALLSTATE WAS ASKING US TO DO. HE UNDERSTOOD
11 THAT HIS JOB WAS GONE AS OF JUNE 30. THAT WAS CLEAR
12 TO ME, RIGHT. HE WAS TERMINATED. HE WAS GOING TO
13 BE UNEMPLOYED, JUST LIKE MANY OTHER PEOPLE GOT
14 UNEMPLOYED. BUT UNFORTUNATELY, FOR MANY OTHER
15 PEOPLE THEY WERE NOT OFFERED WHAT ALLSTATE OFFERED.

16 NEXT SLIDE. HE MADE A CONSCIOUS,
17 INTELLIGENT CHOICE. HE ACKNOWLEDGED HE RECEIVED THE
18 BENEFITS OF THE PROGRAM. HE ACKNOWLEDGED THAT THE
19 R1500 CONTRACT LANGUAGE CONTAINED LANGUAGE THAT
20 ALLSTATE COULD CHANGE HIS COMMISSION RATES.
21 REMEMBER ALL THIS CONCERN ABOUT COMMISSION RATES?
22 THE EXISTING CONTRACT HE HAD, HE ADMITTED ON THE
23 WITNESS STAND COMMISSION RATES COULD BE REDUCED BY
24 ALLSTATE ANY TIME IT WANTED. HE SAW THE SALE AS A
25 RETURN ON MY INVESTMENT AND MY RETIREMENT INCOME.

1 NEXT SLIDE, PLEASE. HE WANTED TO GET
2 OUT. DID NOT TRUST ALLSTATE. WANTED TO LEAVE AS
3 FAST AS POSSIBLE.

4 NEXT SLIDE, PLEASE. CREDIBILITY. HE
5 CLAIMS HE HAD A LONG CAREER, BUT NO ONE EVER TOLD ME
6 LIFETIME EMPLOYMENT. THERE WAS NOT A CHANGE TO HIS
7 CONTRACT. THE TERMS OF THE R1500 CONTRACT SAID IT
8 WAS TERMINABLE AT WILL. HE ADMITS ALLSTATE COULD
9 CHANGE HIS COMMISSION RATES UNDER THE TERMS OF THE
10 CONTRACT.

11 HE ADMITTED THAT ALLSTATE KEPT ITS PART
12 OF THE BARGAIN, BUT HE DOESN'T KNOW -- HE DOESN'T
13 KNOW IF HE INTENDED TO BE BOUND BY THE RELEASE. WE
14 ARE PAYING HIM. ALLSTATE IS PAYING HIM IN EXCHANGE
15 FOR A PROMISE AND HE TESTIFIES TO YOU THAT HE DOES
16 KNOW IF HE INTENDS TO BE BOUND BY IT? THIS IS NOT A
17 GAME, LADIES AND GENTLEMEN. IT'S LIKE BUYING A
18 HOUSE AND SAYING I PUT MY MONEY DOWN, YOU'RE GOING
19 TO SELL ME THE HOUSE. COMES TIME TO CLOSE AND THE
20 GUY GOES, I GOT YOUR MONEY BUT I DON'T KNOW IF I'M
21 GOING TO GIVE YOU THE HOUSE. SERIOUSLY?

22 NEXT SLIDE, PLEASE. PLAINTIFF'S
23 PROPRIETARY INTEREST IN THE BOOK OF BUSINESS.
24 ADMITS IT'S NOT IN HIS CONTRACT. ADMITS THAT
25 ALLSTATE OWNS THE ECONOMIC INTEREST.

1 NEXT SLIDE, PLEASE. CLAIMS HE MADE A
2 MILLION DOLLARS IN OUT-OF-POCKET INVESTMENTS.
3 ACTUALLY, MAYBE HE MADE MORE THAN THAT, MAYBE IT'S
4 1.2 MILLION. IT'S A LITTLE UNCLEAR ON THE RECORD TO
5 US BUT HE DEDUCTED IT AS EXPENSES, SO HE NEVER PAID
6 ACTUALLY THAT AMOUNT BECAUSE HE GOT MONEY BACK ON
7 TAXES, THINGS LIKE PEST CONTROL, YARD WORK,
8 VEHICLES. HE SAYS THAT ADVERTISING DOESN'T COST
9 YOU, IT PAYS. HE RECEIVED AS MUCH AS 71,696 IN OEA
10 FROM ALLSTATE AND HE RECOUPED THOSE TAX DEDUCTIBLE
11 EXPENSES WE THINK BY 1 TO 1. BUT EITHER WAY YOU
12 LOOK AT IT, HE HAD THE LARGEST SINGLE PAYDAY IN HIS
13 LIFE WHEN HE SOLD THAT BOOK OF BUSINESS.

14 NEXT SLIDE, PLEASE. OH, ONE THING. HE
15 MADE 1.276 MILLION FROM '95 TO '99. SO HE WAS A
16 VERY WELL-PAID MAN. HE WAS A VERY WEALTHY MAN. THE
17 NOTION THAT HE WAS FACING FINANCIAL RUIN GIVEN ALL
18 THE PROPERTIES HE HAD, THAT'S AN INTERESTING FISCAL
19 DISCUSSION, I GUESS. IT'S NOT FINANCIAL RUIN BY THE
20 DEFINITION THAT MOST PEOPLE UNDERSTAND.

21 NEXT SLIDE, PLEASE. TOLD YOU I'M NOT A
22 WEALTHY MAN. I WILL LET YOU DECIDE WHAT WEALTH IS
23 IN THIS COUNTRY WITH HIS INCOME. THOSE ARE HIS
24 WAGES. AND THE COURT -- I ASKED HIM FINALLY BECAUSE
25 I WAS FRUSTRATED ABOUT WEALTHY MAN. I SAID, YOU

1 WOULD ADMIT THAT ANY WAY YOU LOOK AT IT, IT'S A
2 HEALTHY INCOME YOU HAVE BEEN MAKING, A HEALTHY
3 POSITION. AND TO THE COURT AT LEAST HE WAS ABLE TO
4 GET THE TRUTHFUL ANSWER. YES, IT IS.

5 NEXT SLIDE, PLEASE. HE HAD AN OFFICE
6 BUILDING, BEAUTY SHOP, TWO RENTAL PROPERTIES, A
7 55-ACRE GETAWAY WITH A HORSE STABLE, VACATION
8 PROPERTY IN NORTH CAROLINA. I'M A LITTLE UNCLEAR ON
9 THAT ONE. I LOOKED AT THE TESTIMONY SEVERAL TIMES.
10 HE HAD TWO OR THREE, SOLD THEM, DID NOT SELL THEM.
11 THE POINT BEING THE MAN HAD MEANS. THE MAN WAS NOT
12 FACING ECONOMIC CATASTROPHE. THE MAN WANTED OUT
13 FROM ALLSTATE BECAUSE HE DIDN'T LIKE WHAT THEY DID
14 AND HE MADE THE CHOICES HE MADE.

15 NOW WE GO THE ENHANCED SEVERANCE
16 OPTION. THIS IS ALL OTHER CHOICES. ENHANCED
17 SEVERANCE. SO THIS IS IF YOU DON'T WANT TO
18 STAY WITH ALLSTATE. OH, BY THE WAY, THAT IS THE
19 AMOUNT OF MONEY THAT MR. LAWSON ENDED UP NETTING,
20 1,199,300. THAT IS WHAT HE GOT FOR THE PIECE OF
21 PAPER TO GIVE ALLSTATE.

22 ENHANCED SEVERANCE, SLIDE D 110,
23 PLEASE, JASON. PAID AN ENHANCED SEVERANCE BENEFIT
24 OF ONE YEAR'S FULL PAY. ALLSTATE ASSUMED FULL
25 RESPONSIBILITY FOR OFFICE AND EQUIPMENT LEASES,

1 RELEASE OF ANY CLAIMS AGAINST ALLSTATE. IN LAWSON'S
2 CASE, THIS 345,093, I MEAN THAT IS REAL MONEY. I
3 MEAN, THAT IS WAY ABOVE THE AVERAGE INCOME. YOU
4 HEARD HIM TELL THE AVERAGE INCOMES OF THE PEOPLE IN
5 SOUTH CAROLINA. HAIRDRESSER MAKING 25,000, THE
6 OTHER PERSON MAKING 75,000, A LAWYER MADE 65,000.
7 THAT IS SERIOUS MONEY. HE TURNED THAT DOWN BECAUSE
8 OF THE VALUE OF THE ECONOMIC INTEREST. MS. CREWS
9 KELLY WAS OFFERED 114,000. SHE MADE A WISE ECONOMIC
10 CHOICE. SHE GOT OVER 500,000. MR. PERKINS CASHED
11 OUT TO START A NEW INSURANCE AGENCY.

12 BUT TWO PLAINTIFFS DID CHOSE OPTION 3,
13 MR. BOYD AND MS. REINERIO. LET'S TALK ABOUT
14 MS. REINERIO FIRST.

15 MS. REINERIO IS THE WOMAN FROM MIDDLE
16 OF WISCONSIN. SEVEN MONTHS PAY, SEVEN MONTHS
17 BENEFITS, SEVEN MONTHS TO DECIDE. DID NOT REVOKE.
18 NEVER PURSUED ANOTHER BUSINESS OPPORTUNITY. DID NOT
19 FILE A LAWSUIT.

20 I WANT TO FOCUS ON SOMETHING. CONTRAST
21 HOW ALLSTATE TREATED MS. REINERIO TO HOW THE SOO
22 LINE DID. SHE WORKED FOR THE SOO LINE. SHE WAS
23 VERY PROUD OF IT. A WOMAN DOING A MAN'S WORK IN THE
24 RAILROAD BUSINESS. IT'S UNFAIR TO SAY MAN'S WORK.
25 WHAT SHE IS REALLY DOING IS SHE IS CHANGING THE WAY

1 LIFE IS TO WHAT IT SHOULD BE. SHE WAS ABLE TO
2 SUCCESSFULLY INTEGRATE THE RAILROAD BUSINESS AS A
3 LINEMAN, AS A BRAKEMAN. THAT IS A VERY GOOD THING
4 TO HAVE DONE. SHE SHOULD BE CREDITED WITH THAT. WE
5 SHOULD BE PROUD OF HER FOR DOING THAT. IT'S A
6 TESTAMENT TO HER WILL POWER. BUT WHEN THEY
7 TERMINATED HER, THEY OFFERED HER NOTHING. FOR TWO
8 YEARS SHE WAS UNEMPLOYED, DOING ODDS AND ENDS, SNOW
9 PLOWING. CONTRAST THAT TO WHAT ALLSTATE DID.
10 ALLSTATE OFFERED HER A BOOK OF BUSINESS WHICH SHE
11 TRIED TO SELL UNSUCCESSFULLY, AND THEN SHE TOOK
12 ENHANCED SEVERANCE.

13 LET'S DO THE DEEP DIVE NOW ON
14 MS. REINERIO ON THE SECOND PAGE. THESE WERE HER
15 OPTIONS. SHE WANTED THE BOOK OF BUSINESS SALE, BUT
16 IT FELL THROUGH. SHE NEVER TESTIFIED OR COMPLAINED
17 ABOUT ALLSTATE. SHE RETAINED A LAWYER FOR PURPOSES
18 OF REVIEWING THE ECONOMIC INTEREST IN THE BOOK OF
19 BUSINESS SALE, BUT NEVER DISCUSSED THE RELEASE WITH
20 HIM.

21 NEXT SLIDE, PLEASE. SHE RECEIVED
22 ENHANCED SEVERANCE OF 68,000 AND CHANGE. SHE
23 RECEIVED DEBT FORGIVENESS. SHE KEPT HER VESTED
24 BENEFITS. SHE DID NOT PARTICIPATE IN 401(K).

25 NEXT SLIDE. WHAT DID SHE GIVE

1 ALLSTATE? A PROMISE. SOMETHING SHE NEVER GOT FROM
2 THE SOO LINE. THEY NEVER OFFERED HER THIS. SHE WAS
3 TWO YEARS HARD TIMES.

4 NEXT SLIDE, PLEASE. SOPHISTICATED,
5 EDUCATED, INTELLIGENT. SHE UNDERSTOOD STARTING OVER
6 BECAUSE SHE HAD DONE IT BEFORE WHEN SHE LOST HER JOB
7 WITH THE SOO LINE. SHE ENTERED THE R1500 AGREEMENT
8 BECAUSE IT'S WHAT SHE HAD TO DO TO ACCEPT THE
9 POSITION. SHE WAS NOT CONCERNED ABOUT OR FOCUSED ON
10 THE RELEASE BECAUSE SHE WAS TRYING TO SELL HER BOOK
11 OF BUSINESS. SHE WAS FOCUSED ON SELLING HER
12 BUSINESS.

13 SECOND, NEXT SLIDE. SHE MADE A
14 CONSCIOUS, INTELLIGENT CHOICE. I WANT YOU TO READ
15 THIS CAREFULLY. THIS RINGS SO TRUE COMPARED TO THE
16 SOO LINE. BY SIGNING THE RELEASE AND ACCEPTING THE
17 ENHANCED SEVERANCE WHICH GAVE ME THAT 56,000, IT
18 GAVE ME A CHANCE, AN OPPORTUNITY TO RETOOL MYSELF
19 OVER A TWO-YEAR PERIOD OF TIME. IT PROVIDED ME A
20 STEADY STREAM OF INCOME AND IT DID GIVE ME THE
21 OPPORTUNITY TO BE ABLE TO FIGURE OUT HOW I COULD
22 RECREATE MY LIFE. VERY FEW EMPLOYERS IN THIS
23 COUNTRY, AND YOU KNOW THIS, MAKE THOSE KINDS OF
24 OFFERS TO PEOPLE. AND SHE SAW IT AS AN OPPORTUNITY
25 WHICH SHE CHOSE TO ACCEPT AND WHAT SHE DID ACCEPT.

1 NEXT SLIDE, PLEASE. CREDIBILITY? SHE
2 COULD NOT RECALL IF HER MANAGER SAID SHE HAD A JOB
3 FOR LIFE, BUT SHE TESTIFIED HIS STATEMENTS LED ME TO
4 BELIEVE THAT I WOULD. OKAY. SO SHE HAD A
5 PERCEPTION CONTRARY TO THE AGREEMENT. BUT SHE ALSO
6 SAID HIS STATEMENTS ABOUT A SIX FIGURE INCOME, SHE
7 SAID ALMOST UNDER HER BREATH, SHE WILL SEE THAT WHEN
8 SHE BELIEVES IT. SHE IS A SOPHISTICATED WOMAN. SHE
9 UNDERSTOOD WHAT THE DEAL WAS.

10 NEXT SLIDE. SHE DOES NOT DISPUTE
11 ALLSTATE KEPT ITS END OF THE BARGAIN. SHE CLAIMED
12 SHE MADE OUT OF POCKET INVESTMENTS OF APPROXIMATELY
13 60,000, BUT SHE RECOUPED THEM ALMOST 1 TO 1 BY THE
14 DEAL SHE TOOK. AND ACCORDING TO HER TAX RETURNS,
15 SHE EARNED \$489,758.

16 GO TO THE FINAL SLIDE, PLEASE, JASON.
17 THE AMOUNT OF MONEY SHE GOT. SHE GOT \$68,000. THAT
18 WAS HER CHOICE.

19 FINAL, BASE SEVERANCE. NO ONE TOOK
20 BASE SEVERANCE. NO ONE IN THIS CASE TOOK BASE
21 SEVERANCE. EVERYONE SAID IF I TOOK BASE SEVERANCE
22 AND DID NOT SIGN THE RELEASE, I COULD NOT HAVE
23 SURVIVED. OF COURSE THAT WAS NOT THE CHOICE THEY
24 HAD. THEY COULD HAVE DONE OTHER THINGS. THEY COULD
25 HAVE GONE OUT AND GOT ANOTHER JOB. WHEN ALLSTATE

1 OFFERS YOU VERY VALUABLE CHOICES, THEY ARE NOT
2 FORCING YOU TO TAKE ANY OF THEM. THE FACT THAT THEY
3 ARE SO VALUABLE THAT YOU CHOOSE TO TAKE THEM DOESN'T
4 MEAN YOU'RE FORCED. IT'S THE CONSEQUENCE OF THE
5 VOLUNTARY CHOICE THAT YOU MAKE.

6 ONE OF THE ARGUMENTS THAT'S BEEN MADE
7 IS IF THEY HAD JUST BEEN FIRED, THEY WOULD HAVE BEEN
8 ENTITLED TO A SEVERANCE PLAN. THAT IS ONE OF THE
9 ARGUMENTS. OF COURSE, MS. ROSBOROUGH PATIENTLY
10 EXPLAINED THAT THEY HAD NO SEVERANCE PLAN. NO
11 SEVERANCE PLAN APPLIED TO GROUP REORGANIZATION.
12 THAT WAS WHAT SHE TESTIFIED TO.

13 GO TO SLIDE D 48, PLEASE. UNDER THE
14 ALLSTATE SERVICE ALLOWANCE PLAN, YOU WERE ONLY
15 ELIGIBLE FOR SEVERANCE IF YOU WERE INVOLUNTARILY
16 TERMINATED DUE TO POOR PERFORMANCE. THAT IS NOT
17 WHAT HAPPENED HERE. WE KNOW THAT. THEY WERE ALL
18 TERMINATED.

19 THEN GO TO DEM SLIDE 4 -- 4951, PLEASE,
20 JASON. UNDER ALLSTATE'S SEVERANCE PAY PLAN, THAT IS
21 WHAT IT PROVIDED. THAT IS WHAT IT PROVIDED FOR
22 ELIGIBLE EMPLOYEES.

23 NEXT SLIDE PLEASE, JASON, BUT YOU WERE
24 NOT ELIGIBLE IF YOU WERE TERMINATED UNDER THE TERMS
25 OF A FORMER GROUP REORGANIZATION. THAT IS WHY

1 ALLSTATE ADOPTED THE TRANSITION SEVERANCE PLAN. IF
2 IT HAD JUST TERMINATED THESE PEOPLE, THEY WOULD HAVE
3 GOTTEN NOTHING. NO BASE SEVERANCE. NO NOTHING.
4 THEY DIDN'T HAVE TO SIGN A RELEASE. ALLSTATE GAVE
5 THEM 13 ADDITIONAL WEEKS ON TOP OF NEARLY SEVEN
6 MONTHS OF PAY. THINK ABOUT IT PLEASE, LADIES AND
7 GENTLEMEN. WHO GETS TERMINATED? YOU'RE TOLD YOU
8 ARE GOING TO LOSE YOUR JOB, BUT IF YOU DON'T WANT TO
9 SIGN A RELEASE, THAT IS OKAY. WE ARE GOING TO GIVE
10 YOU WILL ALMOST TEN FULL MONTHS OF PAY. PRETTY GOOD
11 DEAL, GIVEN THE ALTERNATIVES IN OUR SOCIETY THAT WE
12 HAVE ALL SEEN.

13 NOW, ONE POINT HERE, LET'S PUT
14 ESTABLISHED FACTS 74 AND 75, PLEASE. THERE ARE
15 MINIMUM LEGAL REQUIREMENTS FOR RELEASE, FEDERAL LAW
16 REQUIREMENTS. THAT IS DESCRIBED IN ESTABLISHED FACT
17 74. AND ESTABLISHED FACT 75, THE COURT HAS ALREADY
18 FOUND AS A MATTER OF LAW THAT THE RELEASE AT ISSUE
19 IN THIS CASE HAS COMPLIED WITH THE MINIMUM
20 REQUIREMENTS UNDER THE OLDER WORKERS BENEFIT
21 PROTECTION ACT. THIS CASE IS NOT ABOUT THAT.
22 ALLSTATE COMPLIED WITH THE MINIMUM LEGAL
23 REQUIREMENTS AS THE COURT HAS FOUND UNDER THE OWBPA.
24 THIS CASE IS ABOUT WHETHER IT WAS VOLUNTARY AND
25 KNOWING.

1 IN ADDITION, THE JUDGE WILL INSTRUCT
2 YOU. BUT I TOLD YOU IN OPENING PLAINTIFFS BROUGHT
3 THIS LAWSUIT IN AUGUST OF 2001. MR. QUINN AND I
4 BOTH AGREE THAT YOU SHOULD NOT SPECULATE ABOUT THE
5 REASONS FOR THE DELAY FROM AUGUST 2001 THROUGH
6 TODAY. THIS DELAY WAS NOT THE FAULT OF ANY PARTY
7 FROM AUGUST 1ST, 2001 UNTIL TODAY.

8 I ALSO TOLD YOU IN OPENING THAT
9 ALLSTATE HAS NOT BEEN FOUND TO HAVE DONE ANYTHING
10 WRONG. THIS IS ABOUT WHETHER FOR THESE TEN
11 PLAINTIFFS -- WHETHER FOR THESE TEN PLAINTIFFS WE
12 CAN PROVE BY A BURDEN OF PROOF THAT THERE WAS
13 KNOWING AND VOLUNTARY.

14 CHOICES AND CONSEQUENCES ARE DIFFERENT.
15 A CONSEQUENCE IS A FOLLOW-ON FROM A CHOICE, BUT THE
16 PLAINTIFFS HAVE CONFUSED CHOICES AND CONSEQUENCES
17 THROUGHOUT THIS CASE. THEY SAY THEY HAD NO CHOICE
18 BUT TO SIGN. NO, THEY HAD A CHOICE TO SIGN OR NOT.
19 IF THEY CHOSE ONE OPTION, 1, THEY COULD CONTINUE
20 WITH ALLSTATE IN A NEW WORKING RELATIONSHIP AND A
21 NEW JOB. THE CONSEQUENCES WAS THEY GOT A LOT OF
22 MONEY. IF THEY CHOSE OPTION 2 THE CONSEQUENCES, GOT
23 A LOT OF MONEY. NO ONE FORCED THEM TO SIGN.

24 AND ONE OF THE INSTRUCTIONS THAT YOU
25 ARE GOING TO SEE AND HEAR IS GOING TO TELL YOU THAT

1 FINANCIAL PRESSURE, EVERYONE FACES FINANCIAL
2 PRESSURE WHEN THEY ARE TERMINATED. FINANCIAL
3 PRESSURE ALONE IS NOT SUFFICIENT. THE JUDGE WILL
4 READ YOU THIS INSTRUCTION, AND YOU WILL BE BOUND BY
5 THE INSTRUCTION.

6 THESE ARE THE INSTRUCTIONS. YOU ARE
7 GOING TO BE GIVEN A COPY OF THEM. AND THERE IS A
8 DEFINITION OF VOLUNTARY. INSTRUCTION 5 AND 6, AT
9 LEAST ON THE DRAFT AS OF LAST NIGHT, AND I THINK IT
10 WILL PROBABLY BE THE SAME, BUT YOU WILL FIGURE IT
11 OUT IF IT'S NOT. AMONG OTHER THINGS IT SAYS:
12 VOLUNTARY, AN ACT IS DONE VOLUNTARILY IF IT IS
13 SOMETHING YOU WANT TO DO AND NOT BECAUSE YOU ARE
14 FORCED TO DO IT. SO DID THEY WANT TO DO THIS?
15 YEAH, THEY MADE CONSCIOUS ECONOMIC DECISIONS WHAT
16 WAS IN THEIR OWN BEST ECONOMIC INTERESTS. THEY MAY
17 NOT HAVE LIKED IT, BUT NO ONE SAID THEY WERE FORCED
18 TO DO IT. THESE WERE MEANINGFUL CHOICES. BECAUSE
19 THE ALTERNATIVE WAS THEY WOULD BE UNEMPLOYED. THE
20 ALTERNATIVE WAS THEY COULD GO GET A JOB. THE
21 ALTERNATIVE WAS TEN MONTHS BASICALLY OF PAYMENTS
22 THAT THEY OTHERWISE WERE NOT ENTITLED TO. BUT THESE
23 WERE MEANINGFUL CHOICES.

24 BUT UNDER THE TOTALITY OF THE
25 CIRCUMSTANCES WHICH EXPLAINS THIS FURTHER IT SAYS,

1 YOU LOOK AT THINGS LIKE THE CLARITY OF THE RELEASE
2 LANGUAGE. I THINK YOU SAW HOW CLEAR IT WAS IN THEIR
3 TESTIMONY. YOU LOOK AT THEIR EDUCATION AND BUSINESS
4 EXPERIENCE. YOU LOOK AT THE AMOUNT OF TIME THEY HAD
5 FOR THEIR DELIBERATION. THEY HAD TONS OF TIME. YOU
6 LOOK AT WHETHER THEY WERE ENCOURAGED TO SEEK
7 LAWYERS, AND THEY WERE.

8 YOU LOOK AT WHETHER THERE WAS AN
9 OPPORTUNITY FOR NEGOTIATION OF RELEASE AND THERE WAS
10 NOT THAT. WE STIPULATED TO THAT. THEY DID NOT HAVE
11 AN OPPORTUNITY TO NEGOTIATE THE TERMS OF RELEASE.
12 WHY? IF YOU ARE TERMINATING OVER 6,200 PEOPLE, YOU
13 DON'T SIT DOWN AND NEGOTIATE THE TERMS OF THE
14 RELEASE. YOU GIVE THE FAIREST RELEASE YOU CAN. YOU
15 TELL THEM THE DEAL AND YOU LET THEM DECIDE WITH
16 THEIR LAWYERS.

17 THEN WHETHER THERE IS CONSIDERATION,
18 THAT IS MONEY OR AN ECONOMIC VALUE GIVEN IN
19 EXCHANGE. BUT THEN THE INSTRUCTIONS SAY, NOW THERE
20 IS ALWAYS SOME FINANCIAL PRESSURE IN EMPLOYMENT
21 TERMINATION SITUATIONS. THAT FINANCIAL PRESSURE
22 STANDING ALONE IS INSUFFICIENT TO PROVE
23 INVOLUNTARINESS. SO WHEN THEY SAY, OH, I MIGHT HAVE
24 FACED FINANCIAL RUIN, SOMETHING THEY DID NOT
25 DOCUMENT WITH ANY FINANCIAL RECORDS, THAT IS NOT

1 SUFFICIENT. WHAT THEY HAVE TO SHOW, WE SUBMIT TO
2 YOU, IS THAT THEY WERE FORCED TO DO THIS AND THAT
3 THEY WERE UNABLE -- THEY HAD NO ABILITY TO MAKE ANY
4 RATIONAL, ECONOMIC CHOICE WHEN THE EVIDENCE HERE IS
5 SIGNIFICANT TO THE CONTRARY.

6 THE COURT SAYS IT HAS TO BE A
7 MEANINGFUL CHOICE. THEY HAD MEANINGFUL
8 ALTERNATIVES. THEY COULD HAVE TAKEN BASICALLY THE
9 TEN MONTHS OF SEVERANCE AND FULL PAY AND NOT SIGNED
10 THE RELEASE. THEY COULD HAVE STARTED ANOTHER JOB.
11 THEY COULD HAVE SUED AND TRIED TO STOP THIS. THEY
12 HAD MEANINGFUL CHOICES. THE FACT THAT AN OFFER IS
13 SO VALUABLE ECONOMICALLY THAT YOU'D BE FOOLISH NOT
14 TO TAKE IT DOES NOT MEAN YOU DON'T HAVE A MEANINGFUL
15 CHOICE. HOW MUCH MEANINGFUL CHOICE DID THEY HAVE?
16 THEY HAD OVER \$3.5 MILLION WORTH OF MEANINGFUL
17 CHOICES, AND THEY TOOK THOSE MEANINGFUL CHOICES.

18 BASIC FACT NUMBER THREE, D 201. THIS
19 IS WHAT ALLSTATE PAID EACH OF THE PLAINTIFFS. I
20 TOLD YOU WE WOULD ADD IT UP. BASED ON THE EVIDENCE,
21 THIS IS WHAT THEY PAID THEM EACH.

22 D 202, 3,574,509. ONE WANTS TO TALK
23 ABOUT MEANINGFUL CHOICE, A REAL ALTERNATIVE, WHICH
24 IS WHAT THE PLAINTIFFS SAY, A REAL CHOICE? HOW
25 ABOUT 3.574 MILLION REAL CHOICES, OPPORTUNITIES.

1 THAT IS WHAT ALLSTATE PAID. WHAT DID ALLSTATE GET
2 IN EXCHANGE? A PIECE OF PAPER WITH MEN AND WOMEN'S
3 PROMISES ON IT. PEOPLE OF HONOR, PEOPLE OF
4 INTEGRITY FULFILL THEIR PROMISES AFTER THEY HAVE
5 BEEN PAID. THEY DON'T CROSS THEIR FINGERS BEHIND
6 THEIR BACK AND PRETEND I'M ONLY BOUND IF YOU, THE
7 JURY, TELL ME I'M BOUND.

8 LET'S DO A DEEP DIVE ON THE TWO
9 REMAINING PLAINTIFFS, MR. KEARNEY AND MR. MURRAY.
10 MR. KEARNEY. SEVEN MONTHS, SEVEN MONTHS OF PAY, DID
11 NOT RESCIND. NEVER SOUGHT ANOTHER JOB. NEVER
12 PURSUED ANOTHER BUSINESS OPPORTUNITY. NEVER FILLED
13 OUT AN APPLICATION FORM FOR AN ALLSTATE JOB. MADE A
14 FEW PHONE CALLS. DID NOT FILE A LAWSUIT FOR A LONG
15 TIME.

16 NEXT PAGE. HE HAD OPTIONS. TURNED
17 DOWN 85,000 IN ENHANCED SEVERANCE. THE MAN TELLS
18 YOU HE'S FACING FINANCIAL RUIN. HE IS GOING TO GET
19 SEVEN MONTHS OF FULL PAY AND BENEFITS AND THEN
20 ANOTHER 85,000. WHO IN OUR SOCIETY IS LAID OFF AND
21 GETS BASICALLY -- BY THE AVERAGE INCOME IN THIS
22 COUNTRY THAT IS LIKE TWO YEARS. THAT IS A LOT OF
23 MONEY. HE HAD CHOICES THAT WERE MEANINGFUL. HE
24 NEVER TESTIFIED HE COMPLAINED TO ALLSTATE IN WRITING
25 BEFORE SIGNING THE RELEASE. HE PLAYED A TAPE

1 RECORDING. WE DON'T HAVE THE WHOLE TAPE RECORDING.
2 HE RECORDED A COUPLE OF MINUTES. WHO KNOWS WHAT
3 HAPPENED AT THE MEETING THEY HAD A RECORDING OF?
4 YOU HAVE TO DECIDE WHY HE ONLY RECORDED OR ONLY GAVE
5 US A COUPLE OF MINUTES OF THE RECORDING.

6 NEXT SLIDE, 308. MET WITH A LAWYER
7 BEFORE SIGNING THE RELEASE. AFTER MEETING WITH THE
8 LAWYER, SIGNED THE RELEASE. CONSULTED WITH HIS
9 FATHER, VERY BRIGHT CPA, ABOUT HIS OPTIONS. HIS
10 FATHER TOLD HIM HE HAD NO CHOICE. THAT IS WHAT THE
11 FATHER TOLD HIM. THE FATHER, WHO WAS A VERY BRIGHT
12 CPA WITH GOOD COMMON SENSE, ECONOMICALLY THIS WAS A
13 GOOD DEAL FOR MR. KEARNEY.

14 NEXT SLIDE, PLEASE. ALLSTATE PAID
15 MR. KEARNEY ECONOMIC INTEREST FOR WHICH HE GOT
16 425,700 IN CASH, COULD HAVE OTHER AGENTS' BOOKS OF
17 BUSINESS IF HE WANTED TO. NEW JOB. HIGHER
18 COMMISSIONS.

19 NEXT SLIDE, PLEASE. WHAT DID ALLSTATE
20 GET? THE MAN'S WORD. IN OUR SOCIETY, A MAN'S WORD
21 USED TO BE HIS BOND. IT USED TO MEAN SOMETHING,
22 PARTICULARLY WHEN YOU PAID HIM FOR IT.

23 NEXT SLIDE, PLEASE. HE WAS
24 SOPHISTICATED, INTELLIGENT. HE READ AND UNDERSTOOD
25 THE RELEASE. HE KNEW WHAT HE WAS GIVING UP.

1 NEXT SLIDE, PLEASE. HE MADE A
2 CONSCIOUS INTELLIGENT CHOICE. HE CHOSE OPTION 1 TO
3 OBTAIN THE BENEFITS AND THE VALUE OFFERED. HE
4 DISCUSSED IT WITH HIS LAWYER AND WITH HIS FATHER.
5 HE CHOSE NOT TO EVEN PURSUE OTHER BUSINESS
6 OPPORTUNITIES, DID NOT EVEN TRY. HE IS SUPPOSED TO
7 BE UNEMPLOYED AND SAYS I HAVE NO CHOICE. HE DID NOT
8 EVEN TRY TO SEE WHAT ELSE WAS ON THE MARKET,
9 PARTICULARLY AT THAT TIME, 1999 TO 2000. I WILL
10 LEAVE IT TO YOU TO REMEMBER WHETHER THAT WAS A VERY
11 STRONG ECONOMIC TIME UNDER PRESIDENT CLINTON OR NOT.

12 NEXT SLIDE, PLEASE. VOLUNTARILY MAKE
13 THE FOLLOWING SELECTION. EVERY TIME ONE OF THESE
14 PEOPLE SIGNED IT, APPARENTLY THEY WERE SECRETLY
15 SAYING TO THEMSELVES, NOT TO ALLSTATE, I'M NOT DOING
16 IT. I HAVE MY FINGERS CROSSED BEHIND MY BACK SO IT
17 DOESN'T COUNT.

18 NEXT SLIDE, PLEASE. TESTIFIED THAT THE
19 BASE SEVERANCE AND NO RELEASE WOULD HAVE RUINED HIM,
20 BUT ADMITTED HIS BASE SEVERANCE WOULD HAVE ALLOWED
21 HIM TO PAY HIS BASIC MONTHLY BILLS FOR FOUR OR FIVE
22 MONTHS. THAT IS ON TOP OF THE SEVEN MONTHS. SO
23 THIS GUY HAS GOT OVER A YEAR OF INCOME WITHOUT
24 SIGNING THE RELEASE. OF COURSE IT'S A MEANINGFUL
25 CHOICE IF SOMEONE SAYS YOU WANT A NEW JOB, WELL,

1 THEN YOU EXCHANGE, SIGN THE RELEASE. HE TESTIFIED
2 AT TRIAL HE DID NOT TALK TO A LAWYER ABOUT THE
3 RELEASE, BUT IN HIS 2002 DEPOSITION HE ADMITTED HE
4 DID CONSULT WITH A LAWYER. MAYBE HE FORGOT AT
5 TRIAL. YOU WILL DECIDE.

6 NEXT SLIDE, PLEASE. CLAIMED THAT HE
7 HAD A CAREER FOR THE REST OF HIS LIFE. THE CONTRACT
8 WAS TERMINABLE AT WILL, TO WHICH HE AGREED. HE
9 TESTIFIED HE HAD A TENDENCY NOT TO READ THINGS FROM
10 THE REGIONAL OFFICE BECAUSE A LOT OF TIMES THEY WERE
11 FLUFF. SO WHEN I CONFRONTED HIM WITH THE HR MANUALS
12 AND THE POLICY MANUALS, ET CETERA, HE CLAIMED NOT TO
13 HAVE SEEN THOSE. DIDN'T SEE THOSE. HE WAS NOT
14 GOING TO BOTHER HIMSELF WITH THE FACT THAT THEY ALL
15 SAID TERMINABLE AT WILL.

16 NEXT SLIDE, PLEASE. NO ONE EVER TOLD
17 HIM THAT HIS EMPLOYMENT WAS BEING TERMINATED FOR
18 UNSATISFACTORY PERFORMANCE, AND HE UNDERSTOOD THAT A
19 JOB IN JEOPARDY NOTICE ONLY APPLIED TO AN AGENT WHO
20 HAD UNSATISFACTORY PERFORMANCE.

21 NEXT SLIDE, PLEASE. HE CLAIMED HE MADE
22 \$75,000 IN INVESTMENTS, BUT GOT AND ADMITTED TO GET
23 REPAID IN RENEWAL INCOME. ADMITTED HE TOOK A TAX
24 DEDUCTION OF THOSE EXPENSES, THINGS LIKE GAS,
25 BRAKES, TIRES. SINCE WHEN, FRIENDS, IS A TIRE AN

1 INVESTMENT? IT'S AN EXPENSE. HE RECOUPED THOSE TAX
2 DEDUCTIBLE EXPENSES BY NEARLY 6 TO 1 WHEN HE SOLD
3 THE BOOK OF BUSINESS. HE MAY ARGUE THAT HE HAD MORE
4 EXPENSES AFTER THE TIME, WE DON'T KNOW. THAT IS NOT
5 IN EVIDENCE. BUT ASSUME HE DID. EITHER WAY HE MADE
6 OUT VERY WELL. HE EARNED 438,603, THE MAN FROM -- I
7 CAN'T SAY THAT WORD. HE'S FROM KANSAS, IT'S THAT
8 WORD, OLATHE, THE MAN FROM KANSAS, HE DID PRETTY
9 WELL WITH ALLSTATE. ALLSTATE DID PRETTY WELL BY
10 HIM -- FOR HIM.

11 NEXT SLIDE, PLEASE. CLAIMED AT TRIAL
12 THAT HE DIDN'T TAKE ANY COLLEGE LEVEL MANAGEMENT
13 COURSES BUT AT DEPOSITION HE SAID HE HAD. WHY WOULD
14 YOU ADMIT AT DEPOSITION TAKING COLLEGE LEVEL
15 MANAGEMENT COURSES AND THEN TELL YOU, THE JURY, HE
16 HAD NOT. WHY WOULD YOU DO THAT? EVERYBODY KNOWS
17 WHAT THEY TOOK IN COLLEGE. I DON'T UNDERSTAND. HE
18 ADMITTED HE HAD NO ECONOMIC VESTED INTEREST IN THE
19 BOOK OF BUSINESS. WHO TOLD YOU, THE JURY, ABOUT THE
20 \$425,000 BOOK OF BUSINESS SALE? WE DID. PLAINTIFFS
21 DIDN'T TELL YOU ABOUT THAT. HE TESTIFIED ABOUT
22 THIS. HE TESTIFIED ABOUT THIS BAD DEAL. HE DID NOT
23 TELL YOU ABOUT THAT. WE HAD TO BRING THAT OUT ON
24 CROSS EXAMINATION. THINK ABOUT THAT. IF YOU ARE
25 TELLING SOMEONE IT'S A BAD DEAL, TELL THE WHOLE

1 TRUTH AND NOTHING BUT THE TRUTH, NOT ONLY THE PARTS
2 THAT YOU WOULD LIKE US TO BELIEVE ARE TRUE AND SELL
3 TO THE JURY.

4 NEXT SLIDE, PLEASE. WHERE DID HE GET
5 432? A MEANINGFUL CHOICE. A MEANINGFUL ALTERNATIVE
6 AND HE MADE IT.

7 NOW LET'S DO MR. MURRAY. SAME DEAL.
8 SEVEN MONTHS, SEVEN MONTHS OF PAY, DID NOT RESCIND,
9 NEVER SOUGHT ANOTHER JOB, NEVER SOUGHT AN ALLSTATE
10 JOB, NEVER SOUGHT ANOTHER BUSINESS OPPORTUNITY, DID
11 NOT SUE. ALL OF THOSE ARE CHOICES, MEANINGFUL
12 CHOICES, REAL CHOICES THAT THEY CHOSE NOT TO TAKE.

13 NEXT SLIDE, PLEASE. NEVER COMPLAINED
14 TO ALLSTATE IN WRITING. MET WITH A LAWYER. AFTER
15 MEETING WITH A LAWYER, WHAT DID HE DO? SIGNED THE
16 RELEASE. IF THE LAWYER TOLD HIM NOT TO SIGN THE
17 RELEASE AND THAT WAS THE CHOICE. IF A LAWYER TOLD
18 HIM TO SIGN THE RELEASE, THAT WAS THE CHOICE.
19 EITHER WAY, HE GOT LEGAL ADVICE AND HE MADE A
20 CONSCIOUS INTELLIGENT DECISION.

21 NEXT SLIDE, PLEASE. ALLSTATE PAID
22 MR. MURRAY. NEW JOB, WORKING AS A NEW BUSINESS,
23 INDEPENDENT CONTRACTOR, HIGHER COMMISSIONS,
24 PARTICIPATION IN STOCK BONUS, ECONOMIC INTEREST IN
25 THE BOOK OF BUSINESS, 430,000. THE ABILITY TO BUY

1 OTHER AGENTS' BOOKS OF BUSINESS. 5,000 IN CASH.

2 JASON. NOW WHAT DID ALLSTATE GET? A
3 MAN'S WORD ON A PIECE OF PAPER, A PROMISE THAT THEY
4 NOW WANT TO TAKE BACK.

5 NEXT SLIDE. WAS IT KNOWING? HE WAS
6 SOPHISTICATED, EDUCATED, INTELLIGENT. WENT TO
7 COLLEGE. TOOK THE RELEASE TO HIS LAWYER, SIGNED THE
8 RELEASE AFTER SPEAKING WITH HIS LAWYER.

9 NEXT SLIDE, JASON. HE CHOSE OPTION 1.
10 HE TURNED DOWN OPTION 3. HE DID NOT SUE TO AVOID
11 SIGNING THE RELEASE. HE WANTED A NEW JOB
12 OPPORTUNITY. HE LOOKED AROUND AND SAID THIS IS A
13 GOOD DEAL FOR ME AND HE TOOK IT. BECAUSE THE
14 ALTERNATIVE WAS, IF HE DID NOT WANT THESE OPTIONS,
15 ALLSTATE HAD TERMINATED HIS JOB.

16 THE PLAINTIFFS KEEP SAYING TO YOU, OH,
17 ALLSTATE TOOK AWAY THINGS. OH, I HAD NO CHOICE BUT
18 TO KEEP MY JOB. THAT IS A FALSE SYLLOGISM. IT'S A
19 FALSE PREDICATE. THEY HAD LOST THEIR JOB. THEY
20 WERE ABOUT TO BE UNEMPLOYED. ALLSTATE MADE THIS
21 OFFER TO THEM. IT DID NOT HAVE TO MAKE IT TO THEM,
22 BUT IT MADE THE OFFER TO THEM. THEY COULD NOT DO
23 ANYTHING TO KEEP THEIR JOB. THEY ALREADY LOST THEIR
24 JOB. ALLSTATE TERMINATED.

25 NEXT SLIDE, PLEASE. CREDIBILITY.

1 COULD NOT TERMINATE, HE SAID HIS MANAGER TOLD HIM,
2 BUT HE ADMITTED THE AGENT REVIEW BOARD DETERMINATION
3 IS ULTIMATELY MADE BY ALLSTATE'S PRESIDENT, ADMITTED
4 HE NEVER ASKED FOR AN AGENT REVIEW BOARD. AND HE
5 DEFENDED HIS JOB IN JEOPARDY NOTICE CONCERNING THE
6 BACKDATING OF A POLICY BY SAYING HE DISAGREED WITH
7 THE CLIENT'S ACTIONS. THE MAN MAILED A BACKDATED
8 INSURANCE POLICY FOR A CLIENT. HE DISAGREES WITH
9 THAT, HE SAYS. DISAGREES WITH THE JOB IN JEOPARDY.

10 NEXT SLIDE, PLEASE. CLAIMS ALLSTATE
11 COULD NOT TERMINATE HIS CONTRACT, BUT COULD NOT
12 ACCEPT OR DENY THAT HE RECEIVED NOTICES FOR FOUR
13 YEARS ABOUT HIS FAILURE TO MEET EXPECTED RESULTS AS
14 AN INDEPENDENT CONTRACTOR AGENT. COULD NOT
15 REMEMBER. YOU KNOW, IF I HAD MY AGENCY TERMINATE --
16 STRIKE THAT. IF YOU HAD -- STRIKE THAT. LET ME
17 REPHRASE THAT.

18 DOES IT MAKE SENSE TO YOU IF A MAN
19 SAYS, I LOST MY AGENCY BECAUSE I WAS TERMINATED IN
20 2008, BUT I DON'T REMEMBER WHY, DOES THAT MAKE SENSE
21 TO YOU? I WILL LEAVE THAT TO YOU TO DECIDE.

22 NEXT SLIDE, PLEASE. CLAIMED HE MADE
23 47,000 OUT OF POCKET INVESTMENTS, BUT TOOK A TAX
24 DEDUCTION, RECOUPED THOSE TAX DEDUCTIBLE EXPENSES
25 WHEN HE SOLD. EARNED 648,000 IN INCOME, SHARED

1 OFFICE EXPENSES AND SPACE WITH OTHERS AND ADMITTED
2 THAT NO ONE DEMANDED THE INVESTMENT IN THE AGENCY.

3 NEXT SLIDE, PLEASE. HE ADMITTED AT
4 DEPOSITION THAT BY SIGNING THE RELEASE HE HAD
5 CONTINUED EMPLOYMENT. ADD TRIAL HE SAID HE DIDN'T.
6 AND WHO TOLD YOU, YOU, THE JURY, ABOUT THE BOOK OF
7 BUSINESS SALE? WHO TOLD YOU HE GOT 430? ALLSTATE
8 DID. HE DID NOT TELL YOU THAT ON DIRECT.

9 SO HOW MUCH DID MR. MURRAY GET IN
10 TOTAL? FINAL SLIDE. \$435,000.

11 SO KNOWING. WAS IT KNOWING? THESE ARE
12 THE TWO QUESTIONS. WE HAVE NOW GONE THROUGH THE
13 FOUR BASIC FACTS. WAS IT KNOWING? WE SUBMIT THEY
14 KNEW. WE SUBMIT THEY UNDERSTOOD, UNDERSTOOD VERY
15 WELL AND FULLY. THEY ARE SMART, THEY ARE
16 EXPERIENCED. THEY WENT TO LAWYERS, MOST OF THEM.
17 SOME CONSIDERED SUING AND IN THE END THEY DECIDED
18 NOT TO. THEY MADE SUGGESTIONS THAT SOMEHOW THEY
19 WERE MISLED ABOUT THE COMMISSION RATES. IT DOES NOT
20 APPLY TO THOSE WHO DID NOT CHOOSE OPTION 1. BUT YOU
21 SAW THE DOCUMENTS. ALLSTATE DID NOT RAISE
22 COMMISSION RATES IN '99, 2000, 2001, 2002, DID NOT
23 RAISE COMMISSION RATES IN 2003. THEY COMPLAINED
24 ABOUT THE COVENANT NOT TO COMPETE, BUT YOU SAW
25 MR. PERKINS. HE OPENED UP A NEW INSURANCE AGENCY.

1 HE KNEW HOW TO COMPLY WITH HIS CONTRACTS AND TO GO
2 FORWARD SELLING INSURANCE. THEY TALK ABOUT THE
3 REHIRE POLICY. NO ONE EXCEPT MR. KEARNEY AND
4 MR. CREASE THOUGHT ABOUT IT. MR. KEARNEY ACTUALLY
5 CALLED ABOUT IT. THEY NEVER APPLIED. THEY KNEW AND
6 THEY UNDERSTOOD.

7 LET'S TALK ABOUT VOLUNTARINESS. THESE
8 ARE INSTRUCTIONS 5 AND 6, WHICH I HAVE REFERRED TO
9 BEFORE. A COUPLE BASIC POINTS.

10 FIRST, PLAINTIFFS' JOBS WERE
11 TERMINATED. THERE IS NOTHING THEY COULD DO ABOUT
12 THAT. ALLSTATE DID NOT HAVE TO MAKE THESE OFFERS,
13 BUT IT DID. THEIR JOBS WERE TERMINATED SO THEY SAY
14 WELL, I HAD NO CHOICE BECAUSE I WANTED TO KEEP MY
15 JOB. NOW, THAT WAS A CHOICE. ALLSTATE GAVE YOU AN
16 OPPORTUNITY THAT IT HAD NO OBLIGATION TO GIVE YOU.
17 YOU MADE A CHOICE. YOU COULD HAVE CHOSEN TO TAKE
18 THE SEVEN MONTHS OF PAY AND THE 13 WEEKS OF
19 SEVERANCE AND MOVE ON. BUT THEY MADE A CHOICE.
20 THESE WERE MEANINGFUL CHOICES.

21 SECOND, WHEN THEY SAY THEY WERE FORCED
22 TO SIGN TO RECOUP THEIR EXPENSES -- RECOUP THEIR
23 INVESTMENTS, THESE WERE EXPENSES. WHEN THEY LEFT
24 THE BUSINESS, THEY WERE NOT GOING TO RECOUP THOSE
25 EXPENSES. THEY HAD ALREADY TAKEN TAX DEDUCTIONS ON

1 THEM IF THEY STAYED WITH ALLSTATE. THEY WERE NOT
2 GOING TO RECOUP THEM IF ALLSTATE CONTINUED ON WITH
3 EMPLOYEE AGENTS.

4 THIRD, SOME SAY THEY HAD NO CHOICE
5 BECAUSE OF THE COVENANT NOT TO COMPETE. MR. PERKINS
6 PROVED THAT WRONG. BUT MORE IMPORTANTLY, FROM DAY
7 ONE WHEN THEY ENTERED INTO THEIR EMPLOYMENT
8 AGREEMENTS THERE WAS A COVENANT NOT TO COMPETE. IT
9 WAS NOT SOMETHING NEW.

10 FOURTH, DID THEY HAVE MEANINGFUL
11 CHOICES? DID THEY HAVE REAL CHOICES? YES. USE
12 YOUR COMMON SENSE. WHO OFFERS YOU EFFECTIVELY OVER
13 \$3.5 MILLION? THE FACT THAT A CHOICE IS SO
14 LUCRATIVE AND THE CONSEQUENCES OF THE CHOICE ARE SO
15 BENEFICIAL DOES NOT MEAN YOU DON'T HAVE REAL
16 CHOICES. THEY HAD A MEANINGFUL CHOICE NOT TO SIGN
17 THE RELEASE. THEY COULD HAVE TAKEN SEVEN MONTHS OF
18 FULL PAY AND BENEFITS, NEARLY SEVEN MONTHS. THEY
19 COULD HAVE TAKEN THE 13 WEEKS, SOMETHING FAIRLY
20 IMPRESSIVE IN OUR SOCIETY. THEY COULD HAVE BEEN
21 LIKE EVERY OTHER PERSON WHO IS UNEMPLOYED IN OUR
22 COUNTRY WHEN THEIR JOBS ARE TERMINATED. THE
23 DIFFERENCE BEING THEY'RE GETTING OVER TEN MONTHS OF
24 INCOME TO READJUST AND RETOOL. THEY HAD THAT
25 CHOICE. THEY COULD HAVE CHOSEN TO GO OUT AND GET

1 ANOTHER JOB. BUT THEY CHOSE THE OPTION THAT WAS IN
2 THEIR OWN ECONOMIC BEST INTEREST ON THE ADVICE OF
3 COUNSEL OR THE ADVICE OF THEIR ACCOUNTANTS AND
4 FRIENDS, OR MR. LAWSON'S VIEW, HE IS A GOOD ENOUGH
5 BUSINESSMAN, HE DID NOT NEED THE ADVICE OF OTHERS.

6 THIS WAS NOT, THEREFORE, AS PLAINTIFFS
7 HAVE TRIED TO PORTRAY IT, SIGN THE RELEASE OR LOSE
8 YOUR JOB AND BENEFITS. THOSE WERE ALREADY
9 TERMINATED. THAT IS A FALSE SYLLOGISM. INSTEAD,
10 THIS WAS YOUR JOBS HAVE BEEN TERMINATED, WE HAVE
11 FOUR OPTIONS FOR YOU, HERE ARE THE OPTIONS, YOU CAN
12 CHOOSE. ADVICE, SEEK ADVICE OF COUNSEL. SEEK
13 ADVICE OF YOUR ACCOUNTANTS, SEEK ADVICE OF YOUR TAX
14 ADVISOR. SEEK ADVICE OF YOUR FRIENDS. PLAINTIFFS
15 WERE FREE TO CHOOSE, AND THAT IS WHAT TOOK PLACE
16 HERE.

17 AND AS A RESULT, \$3.5 MILLION. WHEN
18 SOMEONE SAYS I HAD NO CHOICE, NO REAL MEANINGFUL
19 CHOICE, CAN YOU SQUARE THAT WITH SOMEONE WHO ENDS UP
20 GETTING PAID AS A COLLECTIVE GROUP, \$3.5 MILLION?
21 MOST PEOPLE IN OUR SOCIETY WOULD SAY THAT IS REAL
22 MONEY. THERE'S A GREAT MOVIE, JERRY MCGUIRE, WITH
23 TOM CRUISE SAYS, GIVE ME THE MONEY. REMEMBER THAT?
24 IF YOU ARE OLD ENOUGH TO REMEMBER IT. THEY TOOK THE
25 MONEY. THEY RAN WITH THE MONEY. THEY GAVE ALLSTATE

1 A PROMISE. THEY GAVE ALLSTATE THEIR WORD, AND NOW
2 THEY WANT YOU TO TAKE IT BACK BECAUSE 3.5 MILLION
3 PLUS IS NOT ENOUGH?

4 ONE OF MY COLLEAGUES IS WORRIED THAT I
5 SKIPPED THE DEEP DIVE ON TWO PEOPLE, BUT I HAVE NOT.
6 I HAVE NOT GOTTEN THERE YET.

7 SO LET ME SUM UP THE VARIOUS CHOICES
8 AND THEN WE WILL DO THE FINAL DEEP DIVE. CREASE, HE
9 SAID HE WOULD HAVE SELECTED OPTION 1 EVEN IF THE
10 RELEASE WAS NOT PART OF IT. THE RELEASE IS
11 IRRELEVANT. HE WANTED THAT OPTION. LAWSON SAID HE
12 DIDN'T WANT TO WORK FOR ALLSTATE ANYMORE. HE WANTED
13 TO CASH OUT GET HIS 1.2 MILLION. HARPER CONSIDERED
14 SUING BUT THEN DECIDED HIS SPENDING \$2,000 FOR A
15 LAWSUIT WAS NOT WORTH IT.

16 BOYD DECIDED TO CASH OUT HE DIDN'T WANT
17 TO COMPETE WITH HIS YOUNG COLLEAGUE, GLENN BANDY.
18 CREWS KELLY, SHE SOLD OUT TO REGGIE BEFORE SHE
19 SIGNED THE RELEASE, REGGIE MASON, THE SON OF A
20 WEALTHY FAMILY FRIEND. MS. REINERIO, SHE WANTED
21 ENHANCED SEVERANCE. SHE GOT SOMETHING THAT THE SOO
22 LINE NEVER GAVE HER. MR. PETERSON AND MR. PERKINS,
23 UNDER CROSS EXAMINATION THEY ADMITTED THAT THEY
24 SIGNED IT KNOWINGLY AND VOLUNTARILY.

25 NOW LET'S DO THE DEEP DIVE ON MR. BOYD

1 AND MR. HARPER. MR. BOYD, SEVEN MONTHS,
2 SEVEN MONTHS OF PAY, SEVEN DAYS TO RESCIND OR
3 REVOKE. NEVER TESTIFIED HE LOOKED FOR OTHER JOBS.
4 NEVER LOOKED FOR OTHER JOBS WITHIN ALLSTATE. DIDN'T
5 FILE A LAWSUIT.

6 NEXT SLIDE, PLEASE. HE HAD VARIOUS
7 OPTIONS. THIS IS THE GUY THAT WORKED WITH HIS WIFE,
8 THE UNIVERSITY PROFESSOR. HE WAS CONCERNED NOT THAT
9 SHE DID NOT HAVE A JOB OR SHE MIGHT NOT BE RENEWED;
10 OF COURSE, SHE WAS RENEWED. HE WAS ADVISED BY
11 ALLSTATE TO CONSULT A LAWYER, BUT HE CHOSE NOT TO DO
12 SO.

13 NEXT SLIDE. IN EXCHANGE FOR SIGNING
14 THE RELEASE, HE GOT ENHANCED SEVERANCE. HE KEPT HIS
15 VESTED PENSION. HE KEPT HIS BENEFITS.

16 NEXT SLIDE, PLEASE. WHAT DID HE GIVE
17 ALLSTATE? HIS PROMISE WHICH HE APPARENTLY NOW WANTS
18 TO TAKE BACK.

19 NEXT SLIDE. WAS HE SOPHISTICATED? OH,
20 YES, THIS MAN IS A VERY SOPHISTICATED PLAYER. HE
21 HAS TWO MASTERS DEGREES. HE READ AND UNDERSTOOD THE
22 RELEASE. HE KNEW WHAT HE WAS GIVING UP. NO
23 QUESTION ABOUT IT.

24 NEXT SLIDE, PLEASE. CHOSE OPTION 3.

25 NEXT SLIDE, PLEASE. HE MADE A

1 CONSCIOUS, INTELLIGENT CHOICE. HE CHOSE OPTION 3
2 BECAUSE IT WAS THE BEST OPTION FOR HIM UNDER THE
3 CIRCUMSTANCES. HE DIDN'T WANT TO COMPETE WITH
4 GLENN. REMEMBER, HE BROUGHT INTO THE BUSINESS A
5 YOUNG MAN WITH A YOUNG FAMILY, GLENN BANDY. HE DID
6 NOT WANT TO COMPETE WITH HIM. IT WAS A NOBLE THING
7 TO DO, BUT THAT WAS HIS CHOICE. IT WAS NOT
8 ALLSTATE'S CHOICE. HE WAS ON HIS WIFE'S MEDICAL AND
9 DENTAL BENEFITS PLAN.

10 NEXT SLIDE, PLEASE. CREDIBILITY.
11 CLAIMED THAT ALLSTATE JUST VIOLATED THE TERMS OF THE
12 CONTRACT AND FIRED EVERYONE, BUT HE ADMITS THAT THE
13 R1500 WAS TERMINABLE AT WILL. HE MISSED THE
14 LANGUAGE. THEY ALL ARGUE -- THEY ALL SAY, JUST TO
15 BE CLEAR, THEY ALL SAY THEY HAD A JOB FOR LIFE,
16 NOTWITHSTANDING THE LANGUAGE. YOU HAVE TO DECIDE
17 WHETHER THAT MAKES SENSE.

18 BY THE WAY, ON THAT POINT, IN SOME 20
19 OR 25 YEARS AS YOU WORK WITH A COMPANY AND THE
20 COMPANY KEEPS SENDING YOU STUFF SAYING TERMINABLE AT
21 WILL, AND THE CONTRACT SAYS TERMINABLE AT WILL. IF
22 YOU REALLY CONSIDER IT A JOB FOR LIFE, DON'T YOU
23 THINK YOU WOULD PICK UP THE PHONE OR CALL OR WRITE A
24 LETTER AND SAY, HEY, YOU ARE TELLING ME IT'S
25 TERMINABLE AT WILL, BUT I HAVE A JOB FOR LIFE.

1 DON'T YOU THINK SOMEONE WOULD HAVE THAT
2 CONVERSATION? NOT ONE OF THESE TEN DID.

3 HE ADMITS THE R1500 CONTRACT TERMINATES
4 -- SUPERSEDES EVERYTHING ELSE. ADMITTED THAT THE
5 TERMINATION PROCEDURES DID NOT APPLY TO HIM BECAUSE
6 HE WAS NOT TERMINATED FOR UNSATISFACTORY JOB
7 PERFORMANCE.

8 NEXT SLIDE, PLEASE. HE CLAIMS HE MADE
9 APPROXIMATELY 28,000 IN INVESTMENTS. OF COURSE, HE
10 DID NOT TAKE THESE AS DEDUCTIONS BECAUSE THEY WERE
11 NOT THE STANDARD DEDUCTION, AS YOU ARE ENTITLED TO
12 DO. AND HE RECOUPED THAT WITH HIS 42,462 SEVERANCE.
13 NOW, REMEMBER THIS 42,462 IS ACTUALLY UNDERSTATED,
14 BECAUSE HE HAD SEVEN MONTHS OF PAY BEFORE THAT. SO
15 HE HAS GOT THE FULL SEVEN MONTHS BEFORE THEN, THEN
16 HE HAS 42,000 ON TOP OF THAT. ACCORDING TO HIS TAX
17 RETURNS, HE EARNED 141,000. WHAT DID WE GET FOR MR.
18 BOYD'S TOTAL -- WHAT WAS THE TOTAL AMOUNT AT THE
19 VERY END? THAT IS WHAT HE GOT FOR HIS PROMISE,
20 WHICH IS ROUGHLY EQUIVALENT TO HIS INCOME, AS YOU
21 SAW BEFORE.

22 FINALLY, MR. HARPER, THE MAN FROM
23 THOMSON, GEORGIA. SEVEN MONTHS TO MAKE A DECISION,
24 SEVEN MONTHS OF PAY, SEVEN DAYS TO RESCIND OR
25 REVOKE, NEVER SOUGHT ANOTHER JOB, NEVER PURSUED

1 ANOTHER BUSINESS OPPORTUNITY, DID NOT FILE A
2 LAWSUIT. THOUGHT ABOUT IT, WAS NOT WILLING TO PUT
3 \$2,000 DOWN TO CHALLENGE SOMETHING THAT HE CLAIMS HE
4 THOUGHT WAS WRONG.

5 NEXT SLIDE. A NUMBER OF OPTIONS.
6 NEVER COMPLAINED TO ALLSTATE IN WRITING BEFORE
7 SIGNING THE RELEASE. HE COMPLAINED ABOUT THE ERISA
8 PLAN BUT NOT ABOUT THE RELEASE AFTERWARDS, NOT
9 BEFORE. MET WITH FOUR LAWYERS, CHOSE TO SIGN THE
10 RELEASE ANYWAY.

11 NEXT SLIDE. WHAT DID HE GET? HE GOT A
12 NEW JOB, HE GOT DEBT FORGIVENESS, HIGHER
13 COMMISSIONS, STOCK BONUS PLAN, ECONOMIC INTEREST IN
14 THE BOOK OF BUSINESS, \$150,000, THE ABILITY TO BUY
15 ANOTHER AGENT'S BOOK OF BUSINESS, 5,000 IN CASH.

16 NEXT SLIDE, PLEASE. WHAT DID ALLSTATE
17 GET? A PROMISE, A MAN'S WORD. THEY PAID VALUE.
18 THEY PAID MONEY. THEY GOT A PROMISE, A MAN'S WORD,
19 A WOMAN'S WORD. THOSE USED TO MEAN SOMETHING IN OUR
20 SOCIETY, WHEN YOU PUT IT IN WRITING. IT'S UP TO YOU
21 TO DECIDE WHETHER THEY STILL DO.

22 NEXT SLIDE, PLEASE. HE WAS
23 SOPHISTICATED, INTELLIGENT. YOU SAW HIM. THE MAN
24 WAS VERY, VERY, VERY GOOD BUSINESS PERSON. TALKED
25 TO FOUR LAWYERS ABOUT SIGNING THE RELEASE.

1 NEXT SLIDE. HE READ AND UNDERSTOOD THE
2 RELEASE. HE KNEW WHAT HE WAS GIVING UP.

3 NEXT SLIDE. WAS IT VOLUNTARY? HE MADE
4 A CONSCIOUS INTELLIGENT CHOICE WHAT WAS BEST FOR
5 HIM. HE CHOSE TO SIGN RATHER THAN FILING A LAWSUIT
6 BECAUSE HE DID NOT VALUE THE RELEASE. HE DID NOT
7 VALUE IT. IF HE THOUGHT THE LAWSUIT WAS SO
8 VALUABLE, THEN HE WOULD HAVE PURSUED THE LAWSUIT.
9 HE DID NOT CHOOSE TO DO THAT. HE SIGNED THE R3001
10 CONTRACT ON MAY 23RD AND HE SIGNED THE RELEASE
11 AFTERWARDS.

12 NOW, THE REASON THAT IS IMPORTANT,
13 LADIES AND GENTLEMEN, THIS WAS TRUE OF A COUPLE OF
14 THEM, THE R3001 CONTRACT CANCELLED ALL OTHER
15 CONTRACTS BEFORE THEN. IT CANCELLED HIS PRIOR
16 EMPLOYMENT AGREEMENT. HE SIGNED THAT FIRST BEFORE
17 HE SIGNED THE RELEASE. THAT WAS HIS CHOICE.
18 PURSUED NO OTHER OPTIONS.

19 NEXT SLIDE, PLEASE. CLAIMED ALLSTATE
20 HAD NO RIGHT TO TERMINATE EXCEPT FOR CAUSE, BUT THE
21 CONTRACT SAYS TERMINABLE AT WILL. COULD NOT
22 IDENTIFY ANY CONTRACT THAT SAID HE HAD JOB SECURITY.
23 SIGNED AN ACKNOWLEDGMENT OF UNDERSTANDING UNDER FEAR
24 OF TERMINATION. WE SAW THAT BEFORE. YOU CANNOT
25 SQUARE -- THAT DOCUMENT SHOULD NOT EXIST, THAT 1998

1 DOCUMENT THAT HE SIGNED UNDER FEAR OF TERMINATION,
2 IF HE TOLD YOU THE TRUTH THAT THIS CONTRACT WAS ONLY
3 TERMINABLE FOR CAUSE. THAT DOCUMENT CANNOT EXIST.
4 AND YET IT DOES. AND THE TRUTH EKES OUT, IN ALL OF
5 ITS MAJESTY, AS CHURCHILL SAID.

6 NEXT SLIDE. HE CLAIMED HE HAD NO RIGHT
7 TO TERMINATE THE CONTRACT EXCEPT FOR CAUSE. BUT HE
8 UNDERSTOOD ALLSTATE COULD REDUCE COMMISSIONS UNDER
9 THE CONTRACT, 50, 75, 90 PERCENT. HE ADMITTED THAT
10 THE PRESIDENT HAD THE FINAL SAY OVER AGENT REVIEW
11 BOARD DETERMINATIONS.

12 NEXT SLIDE, PLEASE. HE ADMITTED THAT
13 ALLSTATE KEPT ITS END OF THE BARGAIN.

14 AND WHAT DID MR. HARPER GET PAID TOTAL,
15 JASON? \$155,000 IN EXCHANGE FOR A PIECE OF PAPER
16 AND A PROMISE. PLAINTIFFS ARGUE THAT THEY HAD JOBS
17 FOR LIFE. THE CONTRACTS WHICH YOU SAW SAY SOMETHING
18 QUITE DIFFERENT.

19 I THINK AT SOME POINT I MUST HAVE BORED
20 ALL OF YOU TO TEARS WITH EACH PLAINTIFF, PUTTING THE
21 CONTRACT LANGUAGE UP, POINTING THE HR MANUAL
22 LANGUAGE UP, PUTTING THE HUMAN RESOURCE MANUAL
23 LANGUAGE UP. THOSE ARE ALL CONTEMPORANEOUS
24 DOCUMENTS, NOT THE STORIES PEOPLE WANT TO TELL YOU
25 NOW. I'M NOT GOING TO REPEAT IT NOW. IF I HAVE TO,

1 I WILL, BUT I WON'T DO IT. I THINK YOU PROBABLY
2 WILL APPRECIATE THAT.

3 THE PLAINTIFFS SAY THAT THEY MADE
4 INVESTMENTS. THEY HAD TO RECOUP THEIR INVESTMENTS.
5 THESE WERE EXPENSES. BUT THEY CHOSE THE OPTIONS
6 THEY DID AND THEY RECOUPED THEIR INVESTMENTS.

7 PLAINTIFFS SAY THEY DID NOT WANT TO
8 LOSE THEIR BENEFITS. BUT THEY DID NOT LOSE BENEFITS
9 THAT THEY HAD VESTED. IN FACT, THEY GOT BENEFITS
10 THEY DID NOT EVEN REMEMBER. YOU REMEMBER -- I LOVED
11 IT, MR. PETERSON, HE WAS TICKLED PINK, IT'S LIKE
12 CHRISTMAS IN JULY. HE TOLD THAT STORY TO YOU TWICE.
13 HE GOT MEDICAL BENEFITS. IT WAS A GOOD THING.
14 ALLSTATE KEPT ITS PART OF THE BARGAIN, AND PETERSON
15 DID NOT EVEN KNOW THAT WAS PART OF THE BARGAIN. HE
16 DID NOT KNOW THAT ALLSTATE WAS GOING TO DO THAT FOR
17 HIM. BUT ALLSTATE DID THE RIGHT THING.

18 COVENANT NOT TO COMPETE, WE DISCUSSED
19 THAT. THEY COULD HAVE FOUND OTHER WAYS TO SELL
20 INSURANCE. MR. PERKINS CERTAINLY DID.

21 FINAL BASIC FACT. A DEAL IS A DEAL IS
22 A DEAL. YOUR DECISION ULTIMATELY IS GOING TO BE DO
23 THESE PEOPLE GET TO WALK AWAY FROM THEIR PROMISE FOR
24 WHICH THEY WERE PAID? YOU HAVE TO LOOK AT
25 YOURSELVES, EACH OF YOU, IN THE EYE, AND DECIDE

1 WHETHER THAT IS SOMETHING YOU THINK SHOULD TAKE
2 PLACE IN OUR SOCIETY, WHETHER YOU THINK THAT SHOULD
3 TAKE PLACE GIVEN THE AMOUNT THAT THEY WERE PAID
4 TODAY. WE LEAVE THAT TO YOUR COLLECTIVE WISDOM AND
5 JUDGMENT.

6 SO I'M GOING TO WRAP UP NOW IN THE NEXT
7 FOUR MINUTES. BUT I'M NOT DONE WITH YOU. USUALLY
8 WHEN I REPRESENT A DEFENDANT, I GET TO SPEAK ONLY
9 ONCE, THIS IS A NOVEL EXPERIENCE. NOT UNIQUE. I
10 HAVE HAD THIS HAPPEN ONCE OR TWICE BEFORE. BUT THIS
11 IS PRETTY NOVEL. SO I'M NOT QUITE DONE WITH YOU. I
12 GET A REBUTTAL, SHORT REBUTTAL.

13 BUT THE ISSUES AT HAND ARE WAS IT
14 KNOWING? WE SUBMIT TO YOU THAT THE EVIDENCE SHOWS
15 BY A PREPONDERANCE OF THE EVIDENCE THAT IT WAS
16 KNOWING, AND THAT THEY WELL UNDERSTOOD WHAT THEY
17 WERE GIVING UP BY SIGNING THE RELEASE.

18 WAS IT VOLUNTARY? DID THEY HAVE A REAL
19 CHOICE? WE SUBMIT THAT THE EVIDENCE SHOWS YOU THEY
20 HAD MANY REAL CHOICES AND MANY MEANINGFUL CHOICES.
21 AND THEY CHOSE THE CHOICES THAT WERE MOST MEANINGFUL
22 AND REAL TO THEM.

23 AND WE NOW CAN QUANTIFY THEM. WE DID
24 NOT KNOW AT THE START OF THE TRIAL PRECISELY THE
25 VALUE OF THE CHOICES TO THEM, BUT NOW WE DO. IT'S

1 OVER \$3.5 MILLION.

2 SO I THANK YOU VERY MUCH FOR YOUR
3 PATIENCE.

4 YOU KNOW, IN THE OLD DAYS, BEFORE TV,
5 THERE WERE TWO GREAT TRIAL LAWYERS, ONE IN EACH
6 CENTURY, ONE WAS BY THE NAME OF CLARENCE DARROW.
7 CLARENCE DARROW WOULD GIVE CLOSINGS FOR EIGHT OR
8 NINE HOURS. PEOPLE WOULD COME FROM MILES AROUND.

9 A, I'M NOT CLARENCE DARROW IN ANY SENSE
10 OF THE WORD. AND, B, I DON'T THINK I COULD TALK
11 THAT LONG. BELIEVE IT OR NOT, I DON'T THINK I COULD
12 MAKE IT EIGHT OR NINE HOURS. SO THIS IS GOING TO BE
13 SHORTER.

14 THE OTHER GREAT TRIAL LAWYER IS FROM A
15 PRIOR CENTURY, A MAN NAMED ABRAHAM LINCOLN. MOST
16 PEOPLE DON'T KNOW THAT. LINCOLN WAS ONE OF THE
17 GREATEST TRIAL LAWYERS WHO EVER GRACED THIS EARTH.
18 LINCOLN WOULD FIND A PITHY SAYING THAT COULD CAPTURE
19 AND ENCAPSULATE WHAT THE ESSENCE OF THE TRIAL WAS.
20 UNFORTUNATELY, I'M NEITHER LINCOLN NOR DARROW, SO I
21 HAVE TO SPEAK LONGER THAN LINCOLN, BUT SHORTER THAN
22 DARROW.

23 BUT I THINK I CAN CAPTURE THIS FOR YOU.
24 KNOWING AND VOLUNTARY, YOU CAN MEASURE IT
25 ECONOMICALLY, YOU CAN MEASURE IT BY THEIR CONDUCT.

1 AND AT THE END OF THE DAY, IT'S A VERY SIMPLE
2 QUESTION FOR YOU: WHEN THEY PUT THEIR PEN AND MADE
3 THEIR CHOICES AND SIGNED THEIR NAMES TO THAT PIECE
4 OF PAPER, DID THEY INTEND TO HONOR THE PROMISE THAT
5 THEY MADE ALLSTATE? BECAUSE ALLSTATE ASSUREDLY
6 HONORED THE PROMISE THAT IT MADE TO THEM BY PAYING
7 THEM, BY GIVING THEM THINGS THAT THEY WERE NOT
8 ENTITLED TO, AND BY HELPING THEM SECURE THEIR
9 FUTURES, WHICH AS YOU KNOW, HAVING JUST LIVED
10 THROUGH THE GREAT RECESSION, MOST EMPLOYERS COULD
11 NOT DO OR WOULD NOT DO.

12 SO THANK YOU AND I WILL SEE YOU A
13 LITTLE LATER TODAY. THANK YOU.

14 THE COURT: MEMBERS OF THE JURY, WE
15 WILL TAKE A BREAK BEFORE THE NEXT CLOSING.

16 (JURY OUT.)

17 (BREAK TAKEN.)

18 THE CLERK: COURT IS NOW IN SESSION.

19 THE COURT: PLEASE BE SEATED.

20 MR. QUINN, I UNDERSTAND YOU WANT TO
21 DISCUSS SOMETHING?

22 MR. QUINN: YEAH, BRIEFLY.

23 I DIDN'T WANT TO OBJECT DURING
24 MR. GODFREY'S CLOSING, BUT THERE IS AN ISSUE THAT I
25 WOULD LIKE TO RAISE.

1 AS YOUR HONOR KNOWS, ONE OF -- THERE
2 HAS BEEN TESTIMONY TO THE EFFECT THAT BECAUSE OF THE
3 WAY ALLSTATE STRUCTURED THINGS --

4 THE COURT: YOU MAY BE SEATED IN THE
5 BACK. YOU DON'T HAVE TO STAND. I'M STANDING
6 BECAUSE I'M TIRED OF SITTING.

7 MR. QUINN: IT WOULD NOT HAVE BEEN
8 VIABLE, OR AT LEAST THE PLAINTIFFS WOULD NOT HAVE
9 PERCEIVED THAT A VIABLE OPTION WAS TO ESTABLISH A
10 COMPETING INSURANCE AGENCY, IN OTHER WORDS, TO GO
11 INTO BUSINESS SELLING INSURANCE FOR AN ALLSTATE
12 COMPETITOR.

13 AND DURING MR. GODFREY'S ARGUMENT, HE
14 SUGGESTED THAT THAT WAS UNTRUE. AND HE GAVE AS AN
15 EXAMPLE THE FACT THAT ONE OF THE PLAINTIFFS, CHRIS
16 PERKINS, DID ELECT TO START A COMPETING AGENCY. AND
17 IT SUGGESTS TO THE JURY THAT IT WORKED OUT JUST FINE
18 FOR HIM. IMPLYING THAT PLAINTIFFS' INTENTION THAT
19 THAT WAS NOT A TRUE ALTERNATIVE, TRUE POSSIBILITY,
20 WAS UNFAIR.

21 THE PROBLEM IS THAT, AS YOUR HONOR
22 KNOWS, WE WERE PREVENTED FROM PRESENTING ANY
23 EVIDENCE OF WHAT ACTUALLY HAPPENED WITH THE
24 PLAINTIFFS, OF HOW THEIR LIVES FARED AFTER THEY
25 SIGNED THE RELEASE. AND AS IT HAPPENS, MR. PERKINS

1 FOUND OUT THAT EXACTLY WHAT THEY FEARED WAS TRUE.
2 THINGS DID NOT WORK OUT WELL FOR HIM. HE IMPLIED
3 THAT MR. PERKINS ACTUALLY SUCCEEDED AS A COMPETING
4 INSURANCE AGENT WHEN THAT IS SIMPLY UNTRUE. AND SO
5 I'M JUST SUGGESTING THAT AT THE END OF THE CASE, THE
6 COURT SHOULD BE TOLD THAT WE WERE NOT PERMITTED --
7 SORRY, AT THE END OF THE ARGUMENT OR AS PART OF THE
8 INSTRUCTIONS THAT THE JURY SHOULD BE TOLD THAT THE
9 PARTIES WERE NOT PERMITTED TO INTRODUCE EVIDENCE OF
10 THE ACTUAL CONDITION OF FINANCIAL FORTUNES OF ANY OF
11 THE PLAINTIFFS AFTER THEY SIGNED THE RELEASE.
12 OTHERWISE, THE JURY WILL BE MISLED BY MR. GODFREY'S
13 REMARKS.

14 MR. GODFREY: TWO POINTS --

15 THE COURT: MR. PERKINS -- ARE WE
16 TALKING ABOUT PERKINS?

17 MR. QUINN: YES.

18 THE COURT: HE DID, IN FACT, OPEN AN
19 INDEPENDENT AGENCY?

20 MR. QUINN: AND IT DID NOT DO WELL, FOR
21 THE VERY REASONS THAT WE --

22 THE COURT: I DON'T THINK HE SAID IT
23 DID WELL. I DON'T THINK HE SAID THAT. HE SAID HE
24 OPENED AN AGENCY.

25 MR. GODFREY: RIGHT.

1 THE COURT: OKAY. I WILL TAKE YOUR
2 NOTE INTO CONSIDERATION.

3 MR. GODFREY: MAY I RESPOND, YOUR
4 HONOR?

5 THE COURT: WELL, I'M NOT GOING TO GIVE
6 AN INSTRUCTION.

7 MR. GODFREY: JUST FOR THE RECORD. TWO
8 POINTS. I QUOTED WHAT THE MAN TESTIFIED TO ON
9 DIRECT. AND MY POINT WAS, THE NOTION THAT THEY
10 DIDN'T HAVE AN ALTERNATIVE OF OPENING UP ANOTHER
11 AGENCY OR DOING SOMETHING ELSE WAS DISPROVEN BY WHAT
12 THE MAN SAID. I WASN'T SAYING THAT I KNEW, BECAUSE
13 WE DON'T KNOW WHAT THE GUY DID 12 -- THE NEXT
14 12 YEARS.

15 MR. QUINN: NEVERTHELESS, HE CALLED HIM
16 WARREN BUFFETT.

17 THE COURT: VERY WELL.

18 MR. GODFREY: THAT WAS BASED ON HIS TAX
19 RETURN.

20 THE COURT: I HEAR YOUR OBJECTIONS.
21 THEY ARE ON THE RECORD.

22 AND, MR. QUINN, YOU ARE READY WHEN THE
23 JURY COMES IN?

24 MR. QUINN: WELL, PROBABLY NOT, YOUR
25 HONOR, BUT I WILL DO IT ANYWAY.

1 THE COURT: I SUSPECT YOU ARE.

2 (JURY IN.)

3 THE COURT: OKAY. EVERYBODY PLEASE BE
4 SEATED. WE ARE READY FOR THE NEXT CLOSING.

5 MR. QUINN?

6 MR. QUINN: GOOD MORNING, FOLKS.

7 THE JURY: GOOD MORNING.

8 MR. QUINN: ONE OF THE DISADVANTAGES OF
9 GOING SECOND IS THAT YOU CAN'T ALWAYS PREPARE. YOU
10 CAN'T WRITE OUT A SCRIPT AND NECESSARILY STICK TO IT
11 BECAUSE, TO SOME EXTENT YOU NEED TO RESPOND TO WHAT
12 HAS BEEN SAID IN THE FIRST ARGUMENT. AND AS A
13 RESULT, IT MAY NOT SEEM AS POLISHED OR AS LINEAR AS
14 I MIGHT LIKE.

15 BEFORE GETTING TO MY PREPARED REMARKS,
16 I WANT TO SAY A COUPLE OF THINGS. FIRST, I WANT TO
17 POINT OUT THAT I AGREE WITH FOUR THINGS THAT
18 MR. GODFREY SAID, FOUR IMPORTANT THINGS. THE FIRST
19 ARE THE I THINK VERY ELOQUENT THINGS THAT HE SAID
20 WHEN HE WAS THANKING YOU FOR YOUR SERVICE. I'M NOT
21 CLARENCE DARROW, I'M NOT ABRAHAM LINCOLN AND I'M NOT
22 RICK GODFREY, SO I DON'T THINK I CAN FOLLOW THAT ACT
23 OTHER THAN BY SAYING I AGREE WITH WHAT HE SAID.

24 WE ARE VERY GRATEFUL FOR YOUR SERVICE.

25 WE ARE GRATEFUL FOR THE WORK THAT WE KNOW THE COURT,

1 JUDGE BUCKWALTER AND HIS STAFF HAVE PUT INTO THIS
2 OVER A PERIOD OF MANY YEARS. AND I'M SINCERE.
3 WE'RE NOT JUST SAYING IT. WE GET THAT THIS IS A
4 HUGE IMPOSITION ON YOUR LIVES. WE GET THAT THERE
5 ARE TIMES THAT YOU PROBABLY FEEL LIKE CLIMBING OVER
6 THAT BARRIER RIGHT THERE AND STRANGLING US FOR
7 ASKING THE SAME QUESTION THE 15TH TIME. SO WE DO
8 GET IT. AND THANK YOU. SO THAT'S THE FIRST THING.

9 SECOND, I DON'T REMEMBER HOW
10 MR. GODFREY PUT IT, I THINK HE SAID THAT ONE OF THE
11 GREAT THINGS ABOUT TRIALS IS THE TRUTH IN ALL ITS
12 MAJESTY COMES OUT. THAT IS EXACTLY RIGHT. THE
13 TRUTH COMES OUT. IT'S NOT ABOUT WHAT LAWYERS SAY
14 THE TRUTH IS, IT'S WHAT THE WITNESSES SAY. AND I
15 RAISE THAT BECAUSE YOU NEED TO MAKE A JUDGMENT ABOUT
16 THE TRUTH. NOT BASED ON WHAT THE LAWYERS SAY YOU
17 HEARD, NOT BASED ON WHAT THE LAWYERS SAY THE
18 TESTIMONY WAS. YOU NEED TO DECIDE THE TRUTH BASED
19 ON WHAT YOU HEARD FROM THE WITNESSES WITH YOUR EARS.
20 IN SOME CASES, THAT'S MORE IMPORTANT THAN OTHERS.

21 THIRD, I COMPLETELY AGREE WITH
22 MR. GODFREY'S SUGGESTION THAT CREDIBILITY MATTERS.
23 I THINK IN SOME CASES IT CAN AND SHOULD BE DECISIVE.
24 NOW, AS YOU KNOW, ALLSTATE HAS THE BURDEN OF PROOF
25 HERE, WHICH MEANS THAT IF YOU END UP ON THE FENCE,

1 YOU DON'T KNOW WHICH WAY TO GO, YOU MUST FIND FOR
2 THE PLAINTIFFS. BUT IF THERE WERE A SITUATION IN
3 WHICH THERE WERE A TIEBREAKER, I THINK CREDIBILITY
4 SHOULD BE IT. I THINK IT'S NOT ONLY FAIR BUT IT'S
5 ACTUALLY CRITICALLY IMPORTANT THAT ONE OF THE
6 QUESTIONS YOU ASK YOURSELVES IS WHICH SIDE IS BEING
7 STRAIGHT WITH US? WHICH SIDE IS TRYING TO BRING OUT
8 THE TRUTH AND WHICH SIDE IS TRYING TO FUDGE IT?

9 FINALLY, I AGREE WITH MR. GODFREY'S
10 STATEMENT, I THINK HE SAID IT A COUPLE OF TIMES,
11 THAT PROMISES MATTER. A DEAL IS A DEAL. AND I
12 THINK THAT'S AN IMPORTANT PROPOSITION. I THINK IT'S
13 ONE THAT SHOULD AND I HOPE WILL FACTOR INTO YOUR
14 ANALYSIS. BECAUSE INTEGRITY IS PART OF IT. AND
15 PROMISES MEAN SOMETHING.

16 ONE OTHER THING BEFORE I GET TO WHAT I
17 WAS PLANNING TO SAY. AS I WAS LISTENING TO
18 MR. GODFREY, IT REMINDED ME OF THE GAME THAT --
19 THING THAT I USED TO PLAY WITH MY DAUGHTER WHEN SHE
20 WAS YOUNG, SHE WAS ABOUT FIVE OR SO. AND WE WOULD
21 BE ROUGHHOUSING IN THE HALLWAY OUTSIDE HER BEDROOM
22 AND IT WAS TIME FOR HER TO GO TO BED, SHE DIDN'T
23 WANT TO GO TO BED. I WOULD GET HER IN THE ROOM, SHE
24 WOULD RUN OUT. AND EVENTUALLY THERE WAS A STANDOFF
25 IN THE DOORWAY, SHE IS GOING LIKE THAT AND I'M GOING

1 LIKE THIS, WHAT SHE WOULD DO IS SHE WOULD SAY, LOOK,
2 IT'S A MONKEY, AND I WOULD TURN AROUND AND SHE WOULD
3 BLOW RIGHT BY ME. IT WORKED EVERY TIME. EVERY
4 SINGLE TIME. SHE IS A LOT BRIGHTER THAN I AM. BUT
5 YOU KNOW WHAT? NOT ONCE WAS THERE A MONKEY. NOT
6 ONCE.

7 THE REASON I WAS THINKING THAT AS I
8 LISTENED TO MR. GODFREY -- WELL, ACTUALLY, THERE ARE
9 SEVERAL REASONS, BUT THERE IS ONE IN PARTICULAR THAT
10 I THINK GOES TO THE VERY ROOT OF THE ARGUMENT THAT
11 HE IS MAKING TO YOU, THE VERY ROOT OF THE ARGUMENT
12 HE IS ASKING YOU TO ACCEPT.

13 THIS CASE IS ABOUT CHOICE. AND THERE
14 WAS ONLY TWO OPTIONS TO CHOOSE FROM THAT ARE
15 RELEVANT. ALLSTATE TALKS A LOT ABOUT WE HAD OPTION
16 1 AND OPTION 2 AND OPTION 3. WELL, THOSE OPTIONS
17 DON'T MATTER IN THIS CASE. IT DOESN'T MATTER
18 WHETHER SOMEBODY CHOSE ONE OR THE OTHER OF TWO OF
19 THE OPTIONS THAT REQUIRED THE SIGNING OF THE
20 RELEASE. THE ISSUE HERE WAS THE CHOICE BETWEEN
21 TAKING ONE OF THE THREE OPTIONS THAT REQUIRED THE
22 RELEASE AND THE ONLY OPTION THAT DID NOT. THERE
23 WERE TWO CHOICES, YOU SIGN OR YOU DON'T SIGN. AND
24 THAT IS THE CHOICE THAT YOU NEED TO EVALUATE.

25 NOW, WHEN YOU ARE PRESENTED WITH A

1 CHOICE BETWEEN JUST TWO THINGS, IN THIS CASE,
2 SIGNING THE RELEASE OR NOT SIGNING THE RELEASE, IT
3 IS ONLY A MEANINGFUL CHOICE IF THEY ARE BOTH REAL
4 POSSIBILITIES. IF ONE OF THE TWO CHOICES SIMPLY
5 DOESN'T WORK, NOT BECAUSE I DON'T LIKE IT, BUT
6 BECAUSE THE CONSEQUENCES OF ACCEPTING IT ARE
7 DEVASTATING, IF ONE OF THE TWO DOORS I CAN GO
8 THROUGH RESULTS IN DESTRUCTION, I DON'T HAVE A
9 CHOICE. I SELECT THE OTHER OPTION NO MATTER HOW
10 GREAT IT IS. IT MAY BE A GREAT OPTION, BUT THE FACT
11 REMAINS, I DIDN'T HAVE A CHOICE IF ONE OF THE TWO
12 THINGS THAT WAS AVAILABLE TO ME WAS NOT REALLY A
13 CHOICE, IF IT WAS NOT REALLY A MEANINGFUL CHOICE.

14 NOW, TO THE MONKEYS. VIRTUALLY
15 EVERYTHING THAT MR. GODFREY DISCUSSED WITH YOU WAS
16 WHAT THE PLAINTIFFS GOT BY PICKING DOOR A, BY
17 SIGNING THE RELEASE. LOOK AT THESE WONDERFUL THINGS
18 THEY GOT. LOOK AT THIS RETURN ON THEIR INVESTMENT.
19 THAT'S WHAT HE WANTS YOU TO FOCUS ON.

20 WHAT HE DIDN'T EVEN MENTION UNTIL I
21 THINK ONE OF HIS LAST SLIDES WAS THE ISSUE HERE,
22 WHICH IS THE ALTERNATIVE. THE BASE SEVERANCE
23 OPTION. IF THE BASE SEVERANCE OPTION IS SOMETHING
24 THAT NO REASONABLE PERSON UNDER THESE CIRCUMSTANCES
25 COULD HAVE BEEN EXPECTED TO ACCEPT, THERE WAS NO

1 CHOICE. THERE WAS ONLY ONE OPTION THAT I COULD TAKE
2 WITHOUT KNEECAPPING MYSELF AND MY FAMILY.

3 HE DOESN'T WANT YOU, FOR VERY GOOD
4 REASON, TO ACTUALLY ASK THE RIGHT QUESTION. AND THE
5 QUESTION IS, WAS THE BASE SEVERANCE OPTION A
6 MEANINGFUL ALTERNATIVE? HE EVEN TALKED ABOUT
7 WHETHER THE OPTIONS OF CONVERTING OR SELLING WERE
8 MEANINGFUL CHOICES. WELL, OF COURSE THEY WERE
9 MEANINGFUL CHOICES. THAT'S NOT THE QUESTION.

10 THE QUESTION IS, IS THE BASE SEVERANCE
11 OPTION, THE THING I HAD TO SELECT IN ORDER TO AVOID
12 SIGNING THE RELEASE, IS THAT A REASONABLE
13 ALTERNATIVE? THAT IS THE ISSUE. THAT IS NOT THE
14 MONKEY.

15 NOW, THERE HAS BEEN A LOT, A LOT OF
16 ARGUMENT AND TESTIMONY ON THE FOLLOWING ISSUE, AND
17 THAT IS WHETHER THE PLAINTIFFS WERE AT-WILL
18 EMPLOYEES. IT'S ALMOST AS IF THIS TRIAL WAS ABOUT
19 WHETHER THEY WERE TERMINATED WRONGFULLY BECAUSE THEY
20 HAD PROTECTIONS AGAINST SECURITY, BECAUSE THEY WERE
21 NOT AT WILL. THERE IS A REASON FOR THAT. BUT
22 THERE'S A REASON -- BUT THAT'S NOT WHAT THIS TRIAL
23 IS ABOUT.

24 EVEN THOUGH THE PLAINTIFFS CAN'T PROVE
25 THEIR CLAIMS THAT THEY WERE NOT AT-WILL EMPLOYEES

1 UNLESS YOU FIND IN THEIR FAVOR, THE QUESTION OF
2 WHETHER THEY WERE AT-WILL EMPLOYEES, OR AT LEAST
3 WHETHER THEY PERCEIVED THEY WERE AT-WILL EMPLOYEES,
4 IS CRITICALLY IMPORTANT TO THIS CASE. AND HERE IS
5 WHY. TO BE CLEAR, AT WILL, TO SAY YOU'RE AN AT-WILL
6 EMPLOYEE SIMPLY MEANS YOU CAN BE TERMINATED AT ANY
7 TIME FOR ANY REASON AND FOR NO REASON. YOU HAVE
8 ZERO JOB SECURITY. THERE IS NOTHING. YOU HAVE NO
9 RIGHTS, NO PROTECTION AGAINST TERMINATION. AT-WILL
10 IS THE OPPOSITE OF JOB SECURITY. TWO DIFFERENT
11 SIDES OF THE COIN.

12 IT'S CRITICAL THAT ALLSTATE PERSUADE
13 YOU THAT THESE WERE AT-WILL EMPLOYEES. ONLY BY
14 PERSUADING YOU OF THAT CAN YOU AGREE THAT, LOOK AT
15 THIS, THEY GOT THESE WONDERFUL THINGS IN EXCHANGE
16 FOR SIGNING THE RELEASE. WE ARE REALLY GOOD FOLKS.
17 WE HAVE GOT A BIG CORPORATE HEART. WE GAVE YOU ALL
18 THESE THINGS. WE GAVE YOU ALL THESE RICHES IN
19 EXCHANGE FOR A SIMPLE ACT, SIGNING THE RELEASE.

20 WELL, THAT ASSUMES THAT ALLSTATE HAD A
21 RIGHT TO DO WHAT IT DID. IT ASSUMES THAT THESE WERE
22 AT-WILL CONTRACTS. MR. GODFREY JUST DECLARES, HE
23 JUST PUTS UP A SCREEN, SAYS THEY ARE AT-WILL
24 CONTRACTS, AS IF THAT RESOLVES IT.

25 YOU SEE, THEIR PREMISE FALLS APART IF

1 YOU CONCLUDE THAT THE PLAINTIFFS WERE TOLD THEY HAD
2 JOB SECURITY, BELIEVED THEY HAD JOB SECURITY,
3 BELIEVED THAT THEY COULDN'T BE TERMINATED AT WILL.
4 AND HERE'S WHY.

5 YOU HEARD MR. HARPER SAY THAT THIS IS
6 HOW HE PERCEIVED WHAT HAD HAPPENED. NOVEMBER 15TH,
7 THE DAY BEFORE THE PROGRAM WAS ANNOUNCED, HE HAD
8 FIVE THINGS: HE HAD A JOB, HE HAD BENEFITS, HE HAD
9 A BOOK OF BUSINESS THAT HE INVESTED MANY YEARS AND A
10 LOT OF MONEY IN, HE HAD JOB SECURITY, AND HE HAD A
11 RIGHT TO HAVE A BIG CHUNK OF HIS EXPENSES
12 REIMBURSED. HE HAD THOSE FIVE THINGS.

13 ON THE 16TH, HE GETS A BOX. AND IN THE
14 BOX HE FINDS OUT THAT ALLSTATE HAS TAKEN ALL FIVE OF
15 THOSE THINGS AWAY FROM HIM. THE BOX ALSO TELLS HIM,
16 GOOD NEWS, MR. HARPER, YOU CAN HAVE TWO OF THOSE
17 THINGS BACK. YOU CAN HAVE YOUR JOB BACK, YOU CAN
18 KEEP SELLING ALLSTATE INSURANCE BUT AS AN
19 INDEPENDENT CONTRACTOR, WHICH MEANS NO BENEFITS, NO
20 EXPENSE REIMBURSEMENT. YOU CAN HAVE YOUR JOB BACK
21 AND YOU CAN HAVE YOUR BOOK OF BUSINESS BACK. THE
22 OTHER THREE ARE GONE, FORGET ABOUT IT, NOT ON THE
23 TABLE. YOU CAN HAVE TWO OF THE FIVE BACK, BUT
24 THERE'S A CATCH. THE CATCH IS, YOU'VE GOT TO SIGN
25 THIS RELEASE. YOU CAN'T HAVE THOSE THINGS BACK IF

1 YOU DON'T SIGN THE RELEASE.

2 AND BY THE WAY, THE RELEASE HAS TO SAY
3 EXACTLY WHAT WE WANT IT TO SAY. YOU HAVE TO SAY,
4 YOU'VE GOT TO USE OUR WORDS, YOU'VE GOT TO SAY I'M
5 DOING THIS VOLUNTARILY.

6 NOW, OF COURSE HE WAS GIVEN AN OPTION
7 TO NOT SIGN THE RELEASE. ALLSTATE SAID, GOOD NEWS,
8 MR. HARPER, IF YOU DON'T WANT TO SIGN THE RELEASE,
9 THAT'S NOT A PROBLEM, JUST CHECK THIS BOX HERE, JUST
10 CHECK THE BASE SEVERANCE OPTION, THE OPTION THEY
11 DON'T WANT TO TALK ABOUT.

12 THE BAD NEWS, MR. HARPER, IS IF YOU
13 CHECK THAT BOX TO AVOID SIGNING THE RELEASE, YOU ARE
14 GOING TO BE IN A WORLD OF HURT. YOU WILL HAVE NO
15 JOB, YOU WILL HAVE NO BENEFITS, YOU WILL HAVE NO
16 BOOK, YOU WON'T HAVE ANYTHING. THE ONLY THING THAT
17 YOU WILL GET IS, GET THIS, UP TO, UP TO 13 WEEKS OF
18 PAY. YOU DON'T EVEN GET IT IN 13 WEEKS, IT'S SPREAD
19 OUT OVER SIX MONTHS. WHICH MEANS THAT IF MR. HARPER
20 HAD CHECKED THAT BOX, AGAIN, OUT OF A JOB, NO
21 BENEFITS, NO MONEY, NO INCOME, A MEASLY 13 WEEKS
22 PAY, A FRACTION OF WHAT HE HAD INVESTED.

23 AND AS MR. HARPER EXPLAINED IT, FOR HIM
24 THAT MEANT LITERALLY FINANCIAL RUIN. IT WAS A
25 PERFECT STORM FOR HIM. HE HAD HAD HIS WIFE, HE WAS

1 UNDER PRESSURE FROM ALLSTATE, YOU NEED MORE HELP,
2 YOU NEED MORE HELP. SO HE TALKED HIS WIFE INTO
3 QUITTING HER JOB, WHERE, BY THE WAY, SHE HAD
4 BENEFITS, TO JOIN HIM AT THE AGENCY, TO HELP
5 SUPPORT, BUILD THE AGENCY. SHE DIDN'T HAVE A JOB
6 ANYMORE. NO INCOME. MR. HARPER WAS LITERALLY
7 LOOKING AT IT WAS A LIFE-CHANGING EVENT. AND HE
8 TOLD YOU HE WASN'T VERY HAPPY ABOUT IT. THEY WANT
9 YOU TO BELIEVE THAT HE WAS JUST HAPPY AS A CLAM. I
10 WILL TAKE OPTION 1 AND SIGN WHATEVER YOU WANT.

11 WELL, THAT'S NOT TRUE. YOU HEARD WHAT
12 MR. HARPER SAID. HE DID EVERYTHING HE COULD TO STOP
13 ALLSTATE FROM PUTTING HIM IN THAT BOX. HE STARTED
14 AN ONLINE CLEARINGHOUSE FOR AGENTS SEEKING
15 INFORMATION CALLED RUNNING CLOCK, MEANING THE CLOCK
16 IS RUNNING, WE HAVE GOT TO DO SOMETHING. HE
17 TALKED -- HE FILED A CHARGE WITH THE EQUAL
18 EMPLOYMENT OPPORTUNITY COMMISSION, WHICH IS A
19 FEDERAL GOVERNMENT AGENCY THAT HE HOPED WOULD STEP
20 IN. IT'S AN AGENCY THAT'S RESPONSIBLE FOR
21 PROTECTING EMPLOYEES' RIGHTS. DIDN'T HAPPEN.

22 BECAUSE IT DIDN'T HAPPEN, HE FOUND
23 HIMSELF ON THE DEADLINE OF HAVING THAT CHOICE. THE
24 CHOICE, AM I GOING TO GIVE IN TO SAVE MY CAREER, TO
25 BE ABLE TO CONTINUE SUPPORTING MY FAMILY, TO AVOID

1 FINANCIAL RUIN AND SIGN THAT RELEASE? OR AM I GOING
2 TO LET IT ALL FALL DOWN AROUND ME AND MY FAMILY?
3 WELL, YEAH, HE SIGNED THE RELEASE. BUT HE FELT HE
4 HAD TO. BUT HE DID NOT DO IT VOLUNTARILY. AND, IN
5 FACT, YOU HEARD HIM TESTIFY THAT HE TRIED TO WRITE
6 ON IT THAT HE DID IT UNDER DURESS. THEY WOULDN'T
7 ACCEPT THAT. THEY DIDN'T WANT TO HEAR THAT. THEY
8 WANTED HIM TO USE THEIR WORDS.

9 SO WHAT I'M SAYING IS WHETHER THERE WAS
10 JOB SECURITY, WHETHER THE PLAINTIFFS BELIEVED THAT
11 THEY HAD PROTECTIONS AGAINST TERMINATION IS
12 FUNDAMENTAL TO YOUR ANALYSIS OF WHETHER THEY HAD
13 REAL CHOICE.

14 SO LET'S TALK ABOUT THE EVIDENCE YOU
15 HEARD ON JOB SECURITY. LET'S TALK ABOUT WHETHER
16 THERE IS ANY CREDIBILITY AT ALL TO ALLSTATE'S
17 POSITION THAT THESE WERE AT-WILL EMPLOYEES THAT
18 COULD HAVE BEEN DISPOSED OF AT THE DROP OF A HAT.

19 NOW, YOU HEARD THAT EACH OF THESE
20 PLAINTIFFS TESTIFIED ABOUT WHAT THEY WERE TOLD WHEN
21 THEY WERE INTERVIEWING AT ALLSTATE. YOU HEARD THEM
22 SAY THAT ONE OF THE PROMINENT PARTS, ONE OF THE
23 IMPORTANT PARTS OF THE PACKAGE THAT WAS BEING
24 PITCHED WAS JOB SECURITY. THERE WAS A REASON FOR
25 THAT. BECAUSE, I THINK THIS IS UNCONTESTED, THEY

1 ALL UNDERSTOOD, THEIR MANAGERS UNDERSTOOD, ALLSTATE
2 UNDERSTOOD, THAT IF THEY CHOSE TO WORK FOR ANOTHER
3 INSURANCE COMPANY AS AN INDEPENDENT CONTRACTOR, THEY
4 WOULD HAVE NOT HAD BENEFITS, THEY WOULD HAVE NOT HAD
5 ANY KIND OF JOB SECURITY. SO THAT WAS A BIG PART OF
6 THE PITCH.

7 YOU HEARD THEM SAY I WAS TOLD THAT YOU
8 HAVE TO CLEAR ONE HURDLE. YOU HAVE TO CLEAR WHAT
9 THEY CALL LIFE VALIDATION, WHICH MEANT ESSENTIALLY
10 THAT YOU HAD TO SELL A CERTAIN AMOUNT OF LIFE
11 INSURANCE WITHIN I THINK THE FIRST THREE YEARS. AND
12 THE IDEA WAS, WE'RE NOT GOING TO GIVE YOU ANY KIND
13 OF JOB SECURITY IF YOU CAN'T SHOW THAT YOU CAN SELL
14 INSURANCE. THAT WAS KIND OF A TEST. THAT'S WHAT
15 THE LIFE VALIDATION WAS ABOUT.

16 NOW, THEY WERE TOLD THAT IF YOU DID
17 THAT, IF YOU DID THAT, YOU WOULD HAVE JOB SECURITY.
18 THAT IF YOU LIVED UP TO YOUR RESPONSIBILITIES, IF
19 YOU HELD UP YOUR END OF THE BARGAIN, IF YOU DIDN'T
20 LIE, CHEAT OR STEAL, YOU HAD A JOB AS LONG AS YOU
21 WANTED IT.

22 LET ME PAUSE THERE FOR A MINUTE.

23 ONE THING LAWYERS DO IS THEY SET UP
24 WHAT THEY CALL STRAW MEN. A STRAW MAN IS A STRAW
25 MAN THAT YOU CAN JUST BLOW OVER. THEY PRETEND THAT

1 YOU'RE MAKING AN ARGUMENT THAT YOU NEVER REALLY
2 MADE. AND THEY KNOCK THE ARGUMENT THAT YOU NEVER
3 MADE DOWN.

4 MR. GODFREY SUGGESTS THAT THE
5 PLAINTIFFS WERE TELLING YOU THAT THEY BELIEVED THAT
6 THEY WERE LIKE JUDGE BUCKWALTER, THAT THEY COULD
7 NEVER BE REMOVED NO MATTER WHAT THEY DID. THAT'S
8 NONSENSE. NONE OF THEM SAID THAT. ALL OF THEM
9 ACKNOWLEDGED THAT THEY HAD RESPONSIBILITIES. ALL OF
10 THEM ACKNOWLEDGED THAT IF THEY DID SOMETHING WRONG,
11 ALL OF THEM ACKNOWLEDGED THAT IF YOU BREACH YOUR
12 OBLIGATIONS, THEY COULD BE FIRED. THERE WAS A
13 PROCESS FOR THAT, JOB IN JEOPARDY. THEY WEREN'T
14 TELLING YOU THEY HAD A JOB FOR LIFE IN THE SENSE
15 THEY COULD NEVER BE FIRED. THAT'S A STRAW MAN.

16 NOW, EVERY ONE OF THEM HEARD THE SAME
17 THING. JOB SECURITY, JOB FOR LIFE, IF YOU LIVE UP
18 TO YOUR RESPONSIBILITIES, YOU CAN HAVE A JOB AS LONG
19 AS YOU WANT SO LONG AS YOU LIVE UP TO YOUR END OF
20 THE BARGAIN. AND AS I WAS LISTENING TO IT, IT
21 ALMOST SOUNDED LIKE IT WAS -- THEY WERE SO SIMILAR
22 FROM PERSON TO PERSON WHAT THEY WERE SAYING, IT WAS
23 ALMOST LIKE IT WAS REHEARSED. AND THEN WE FOUND OUT
24 WHY THEY WERE HEARING THE SAME THING.

25 I ASKED MR. KAUFMAN ABOUT THE WAY THAT

1 ALLSTATE CONTROLLED THE MESSAGE. I SAID, ISN'T IT
2 THE CASE THAT FROM TIME TO TIME ALLSTATE WOULD
3 PREPARE MANUALS, GUIDANCE DOCUMENTS, THAT SORT OF
4 THING, TO GIVE TO ITS MANAGERS, TO GIVE THEM
5 GUIDANCE AS TO WHAT THEY SHOULD SAY TO AGENTS, HOW
6 THEY SHOULD DEAL WITH AGENTS?

7 YES.

8 SO, FOR EXAMPLE, MANAGERS WHOSE
9 RESPONSIBILITY IT WAS TO RECRUIT NEW AGENTS, TO
10 INTERVIEW NEW AGENTS, WERE TOLD BY ALLSTATE WHAT
11 THEY SHOULD SAY, HOW THEY SHOULD APPROACH IT, WHO
12 THEY SHOULD LOOK FOR, THAT SORT OF THING?

13 ANSWER: YES.

14 IN FACT, ALLSTATE WAS PRETTY CAREFUL
15 ABOUT CONTROLLING THE MESSAGE, ISN'T THAT FAIR?

16 YES.

17 WELL, THAT EXPLAINS IT. IT WASN'T A
18 COINCIDENCE THAT THEY WERE ALL HEARING THE SAME
19 THING. THEY WERE HEARING IT BECAUSE THAT WAS THE
20 PITCH. IT CAME FROM THE TOP. THE MANAGERS THAT
21 INTERVIEWED THESE PEOPLE WERE TOLD TO TELL THEM THEY
22 HAD JOB SECURITY. AND YOU KNOW WHAT? SOMETIMES IN
23 A TRIAL THE MOST IMPORTANT EVIDENCE IS THE EVIDENCE
24 YOU DON'T HEAR. AND YOU HAD 10 PLAINTIFFS COME IN
25 HERE, SAY THAT THEY TALKED IN SOME CASES TO MULTIPLE

1 MANAGERS AND THEY ALL SAID THE SAME THING. FIGURE
2 THAT'S 20 ALLSTATE MANAGERS THAT THEY TESTIFIED
3 ABOUT. NOT ONE OF THOSE MANAGERS, THOSE ALLSTATE
4 MANAGERS, CAME IN HERE TO DENY IT. THEY DIDN'T
5 BRING A SINGLE ALLSTATE MANAGER IN HERE TO SAY WE
6 NEVER SAID THAT, WE NEVER PROMISED THEM JOB
7 SECURITY. THEY ARE NOT DENYING IT. THEY ARE JUST
8 IGNORING IT.

9 NOW, WHEN IT CAME TO THE NEIGHBORHOOD
10 OFFICE AGENT PROGRAM, THE NOA PROGRAM, AS YOU HEARD,
11 ALLSTATE DOUBLED DOWN ON ITS PROMISES OF JOB
12 SECURITY. REMEMBER, ONE OF THE KEY FEATURES OF THE
13 NOA PROGRAM IS THAT IF YOU'RE GOING TO DO THAT,
14 YOU'RE GOING TO GO OUT OF POCKET. YOU'RE GOING TO
15 HAVE TO PAY SOME OF YOUR EXPENSES. AND ALLSTATE
16 KNEW THAT. THEY KNEW, ALLSTATE KNEW THAT AGENTS
17 WOULD HAVE TO SPEND THEIR OWN MONEY AND HAVE TO
18 PERSUADE THEM, HAVE TO GIVE THEM A REASON WHY THEY
19 WOULD SPEND THEIR OWN MONEY, WHY THEY WOULD
20 SUBSIDIZE THEIR EMPLOYER.

21 SO WHAT ALLSTATE DID IS IT GRABBED ONTO
22 SOMETHING THAT I TALKED A LITTLE BIT ABOUT IN MY
23 OPENING, I THINK I REFERRED TO IT AS SORT OF THE
24 MAGIC OF RENEWAL COMMISSIONS. YOU SEE, INSURANCE
25 AGENTS ARE PAID A COMMISSION. YOU KNOW THAT. AND

1 THEY GET COMMISSION NOT JUST ON NEW POLICIES, BUT
2 THEY GET A COMMISSION EVERY TIME THAT POLICY RENEWS.
3 AND THE VAST MAJORITY OF POLICIES DO RENEW.

4 SO WHAT THAT MEANS IS IF AN AGENT
5 INVESTS IN HIS FUTURE BY SPENDING MONEY ON
6 ADVERTISING, ON REFRIGERATOR MAGNETS, ON SPONSORING
7 A LITTLE LEAGUE TEAM TO GET A NEW POLICY IN THE
8 DOOR, THEN THAT NEW POLICY IS GOING TO PAY OFF OVER
9 TIME IN THE FORM OF RENEWALS. NOW, THE ACTUAL
10 COMMISSION ON RENEWALS IS A BIT LOWER, SO IT MAY
11 TAKE A WHILE, IT MAY TAKE YEARS BEFORE YOU GET THAT
12 INVESTMENT IN THE NEW POLICY BACK IN THE FORM OF
13 RENEWALS.

14 AND THIS IS AN IMPORTANT CONCEPT, SO IF
15 YOU WOULD INDULGE ME, I WANT TO EXPLAIN EXACTLY WHAT
16 IT MEANS TO BUILD A BOOK OF BUSINESS. HOW IT IS A
17 BOOK OF BUSINESS IS ESSENTIAL TO HOW INSURANCE
18 AGENTS LOOK AT THEIR JOBS AND HOW ALLSTATE WANTED
19 THEM TO LOOK AT THEIR JOBS.

20 THIS -- THAT'S NOT ACTUALLY WHAT
21 MR. CREASE'S AGENCY LOOKS LIKE, BUT WE'RE GOING TO
22 USE AS AN EXAMPLE THE CRAIG CREASE ALLSTATE
23 INSURANCE AGENCY. NOW, MR. CREASE IS STARTING OUT.
24 BY DEFINITION, HE'S NOT GETTING RENEWALS, BECAUSE HE
25 DOESN'T HAVE A BOOK. SO IN HIS FIRST YEAR, THE ONLY

1 THING HE'S GOING TO EARN ARE COMMISSIONS ON NEW
2 POLICIES. LET'S ASSUME THAT HE SELLS 100 POLICIES.
3 HE GETS A COMMISSION ON 100 POLICIES. HE IS ON THE
4 GROUND FLOOR.

5 THE SECOND YEAR, HE SELLS ANOTHER 100
6 POLICIES. BUT GUESS WHAT? 85 PERCENT OF THE
7 POLICIES HE SOLD IN THE FIRST YEAR HAVE RENEWED, SO
8 HE GETS COMMISSION ON 185 POLICIES, EVEN THOUGH HE
9 ONLY SOLD 100.

10 THE THIRD YEAR, IT STARTS TO COMPOUND.
11 BECAUSE IN THE THIRD YEAR, AGAIN, LET'S ASSUME HE
12 SOLD ONLY 100 NEW POLICIES, BUT HE IS GETTING
13 85 PERCENT RENEWALS NOT JUST ON THE POLICIES HE SOLD
14 IN THE LAST YEAR, BUT THE POLICIES THAT WERE STILL
15 IN EFFECT FROM THE YEAR BEFORE THAT.

16 AND IT CONTINUES. YEAR FOUR, IT GOES
17 UP TO A COMMISSION ON 319 POLICIES, ON THIS SET OF
18 ASSUMPTIONS.

19 YEAR FIVE. HE IS UP TO 371 POLICIES
20 THAT HE GETS COMMISSION ON, EVEN THOUGH HE HAS ONLY
21 SOLD 100.

22 AND BY YEAR SIX, HE IS GETTING A
23 COMMISSION ON 415 POLICIES, EVEN THOUGH HE ONLY SOLD
24 100.

25 THE POINT IS THIS: THAT'S WHAT IT

1 MEANS TO BUILD A BOOK. AND THAT'S WHAT I MEAN WHEN
2 I SAY THE MAGIC OF RENEWALS.

3 NOW, MR. GODFREY SAID TO YOU --
4 SOMETIMES WE TALK ABOUT THIS AS AN ORCHARD, AN
5 ORCHARD WITH FRUIT TREES THAT GIVES OFF FRUIT. AND
6 HE SAID ALLSTATE OWNS THE LAND, THEY OWN THE TREES,
7 AND THEY OWN THE FRUIT. WELL, IT'S TRUE THAT IN A
8 TECHNICAL SENSE THAT, SINCE THE AGENTS UNDER THE NOA
9 PROGRAM DIDN'T HAVE A VESTED INTEREST IN THEIR
10 BOOKS, THAT ALLSTATE DID OWN THE LAND AND THE TREES.
11 THE STATEMENT THAT ALLSTATE OWNED THE FRUIT IS JUST
12 WRONG.

13 IF YOU LOOK AT THE POLICIES, THEY HAVE
14 PROVISIONS THAT ARE CALLED COMPENSATION INTEREST.
15 AND WHAT THAT MEANS IS, IT SAYS THAT, TO EACH AGENT,
16 IF YOU SELL A POLICY AND YOUR NAME IS ON THAT
17 POLICY, YOU HAVE A LEGAL RIGHT UNDER THE CONTRACT TO
18 GET THE COMMISSIONS THAT ARE PAID UNDER THAT POLICY
19 YEAR AFTER YEAR AFTER YEAR. THE CONTRACTS SAY IT'S
20 YOUR FRUIT. IT'S YOUR FRUIT. THERE IS NO DISPUTE
21 ABOUT THAT.

22 BUT IT TAKES TIME TO GET YOUR
23 INVESTMENT BACK. AND THAT'S WHY JOB SECURITY IS SO
24 IMPORTANT. IN ORDER TO PROMOTE THE -- THAT IS THE
25 COMPENSATION INTEREST PROVISION, I DIDN'T EVEN KNOW

1 YOU SLIPPED IT IN THERE. IT SAYS, WHENEVER YOU
2 WRITE A PERSONALLY SECURED NEW POLICY IN A MAJOR
3 LINE OR WRITE A PERSONALLY SECURED MAJOR COVERAGE IN
4 A MAJOR LINE, WHICH IS FREE OF ANY OTHER ALLSTATE
5 AGENT'S COMPENSATION INTEREST, YOU WILL RECEIVE
6 COMPENSATION INTEREST IN EACH EXISTING UNREPRESENTED
7 POLICY BELONGING TO RELATED INSUREDS IN THAT LINE OR
8 ANY OTHER LINE WHICH IS FREE OF ANY OTHER ALLSTATE
9 AGENT COMPENSATION, WHICH IS A LONG WAY OF SAYING
10 YOU OWN THE FRUIT.

11 NOW, ALLSTATE NEEDED ITS AGENTS TO
12 INVEST. THEY WEREN'T GOING TO COVER THE EXPENSES
13 THEMSELVES. THEY NEEDED THE AGENT TO GO OUT OF
14 POCKET. THEY NEEDED THE AGENT TO SPEND HIS OR HER
15 OWN MONEY BUILDING THE BOOK. AND SO THEY TOLD
16 AGENTS WHO WERE CONSIDERING THE NOA PROGRAM, WHEN
17 YOU SPEND A DOLLAR, YOU WILL GET DOUBLE, TRIPLE,
18 QUADRUPLE YOUR INVESTMENT. THAT WAS THE PITCH.

19 THEY ALSO RECOGNIZED THAT THERE WAS A
20 TIME COMPONENT. THEY SAID, YOU NEED TO KNOW IT
21 TAKES MONEY TO MAKE MONEY, YOU NEED TO BE WILLING
22 AND ABLE TO INVEST MONEY IMMEDIATELY, NOW. YOU NEED
23 TO BE WILLING TO TAKE A FINANCIAL RISK AND KNOW THAT
24 HE/SHE WILL RECOUP MONEY MORE IN THE FUTURE. THEY
25 WERE TOLD PUT THE MONEY IN TODAY, GET YOUR RETURN ON

1 INVESTMENT IN THE FUTURE.

2 THAT'S WHERE JOB SECURITY COMES IN. AS
3 LONG AS THEY CAN'T FIRE YOU OTHER THAN FOR NOT DOING
4 YOUR JOB, THEY CAN'T TAKE THE FRUIT AWAY FROM YOU.
5 YOU CAN GET A RETURN ON YOUR INVESTMENT.

6 AND THAT'S WHY, WHEN THEY SOLD THE
7 AGENTS ON THE NOA PROGRAM, WHAT DID THEY SAY? THEY
8 SAID YOU WILL HAVE JOB SECURITY. JOB SECURITY IS
9 THE OPPOSITE OF BEING AN EMPLOYEE AT WILL.

10 THIS IS THEIR BOOK. YOU HAVEN'T HEARD
11 A SINGLE WITNESS COME IN HERE FOR ALLSTATE AND
12 EXPLAIN HOW IT IS THESE AGENTS THOUGHT THEY WERE
13 EMPLOYEES AT WILL IF THEY WERE TOLD IN BLACK AND
14 WHITE THEY HAD JOB SECURITY.

15 ALLSTATE WENT FURTHER THAN THAT,
16 ACTUALLY. AND THIS GOES TO THE BASIC CONCEPT OF THE
17 NOA PROGRAM. THEY SAID, YOU HAVE A PROPRIETARY
18 INTEREST IN YOUR BUSINESS, IT'S YOUR BUSINESS.
19 PROPRIETARY MEANS OWNERSHIP. ONE OF THE FEATURES OF
20 OWNERSHIP IS NOBODY CAN FIRE YOU. THERE IS NO
21 QUESTION THAT THEY WERE GETTING THESE FOLKS TO COME
22 IN, TO INVEST THEIR OWN MONEY, BY TELLING THEM, YOU
23 HAVE JOB SECURITY. WE ARE NOT GOING TO TAKE THE
24 TREES AWAY FROM YOU AS LONG AS YOU DO YOUR JOB.

25 NOW, THE PLAINTIFFS BELIEVED WHAT THEY

1 WERE TOLD. EACH AND EVERY ONE OF THEM INVESTED A
2 SUBSTANTIAL AMOUNT OF MONEY OUT OF THEIR OWN
3 POCKETS. MR. LAWSON HIMSELF INVESTED OVER A MILLION
4 DOLLARS. THAT'S MONEY HE PUT INTO HIS AGENCY,
5 THAT'S MONEY HE SPENT TO GROW THE BUSINESS THAT WAS
6 NOT REIMBURSED.

7 THEY ALL TESTIFIED THAT THEY NEVER
8 WOULD HAVE DONE THAT IF THEY THOUGHT THAT ALLSTATE
9 COULD JUST COME IN AND TAKE IT ALL AWAY FROM THEM ON
10 A MOMENT'S NOTICE. AND, REALLY, IF YOU THINK ABOUT
11 IT, WHO WOULD?

12 NOW, HERE AGAIN, NOBODY CAME IN FROM
13 ALLSTATE TO SAY WE DID NOT TELL THEM TO INVEST.
14 NOBODY CAME IN TO CONTRADICT THE TESTIMONY YOU HEARD
15 FROM WITNESS AFTER WITNESS SAYING THEY TOLD ME TO
16 INVEST, THEY TOLD ME TO INVEST. MR. KEARNEY
17 TESTIFIED THAT HIS MANAGER NOT ONLY TOLD HIM TO
18 INVEST BUT SAID, LOOK, IF YOU DON'T HAVE ENOUGH
19 CASH, REFINANCE YOUR HOUSE TO GET CASH. AND THAT'S
20 WHAT HE DID. HE HAD TO REFINANCE HIS HOME IN ORDER
21 TO GET CASH OUT TO INVEST IN HIS BUSINESS. NOBODY
22 CAME IN HERE TO SAY THAT DIDN'T HAPPEN.

23 INSTEAD, YOU HAVE ALLSTATE'S LAWYERS
24 MOCKING THE PLAINTIFFS, SAYING WE NEVER TOLD YOU TO
25 INVEST. YOU DECLARED THESE EXPENSES ON YOUR TAX

1 RETURNS AS BUSINESS EXPENSES. WELL, IF IT'S A
2 BUSINESS EXPENSE, IT'S NOT AN INVESTMENT. PLEASE.
3 FOR TAX REASONS, THEY ARE BUSINESS EXPENSES. BUT
4 WE'RE NOT TALKING ABOUT INVESTMENTS IN A TAX SENSE,
5 WE ARE TALKING ABOUT INVESTMENTS IN A COMMON SENSE
6 WAY. YOU PUT MONEY IN, YOU GET A RETURN IN THE
7 FUTURE. THE BEST THEY CAN DO IS IGNORE ALL OF THE
8 EVIDENCE, THE UNCONTESTED EVIDENCE THAT THESE FOLKS
9 WERE PRESSURED, IN WRITING AND ORALLY, TO INVEST
10 THEIR MONEY IN THE BELIEF THAT THEY HAD JOB
11 SECURITY. THE MOST THEY CAN DO IS JUST MOCK THEM,
12 SAY THEY ARE MAKING IT UP.

13 NOW, THE CONTRACTS THEMSELVES. WHAT DO
14 THE CONTRACTS SAY? MR. GODFREY SAID IT'S REAL
15 SIMPLE, THE CONTRACTS ARE AT WILL. AND HE DID
16 SOMETHING THAT A LOT OF LAWYERS DO. THIS IS FROM
17 THEIR PRESENTATION. THEY PULLED UP A SENTENCE OUT
18 OF THE R830 CONTRACT. IT SAYS: EITHER YOU OR
19 ALLSTATE HAVE THE RIGHT TO TERMINATE THIS AGREEMENT
20 UPON MAILING TO THE OTHER AT HIS OR ITS LAST KNOWN
21 ADDRESS WRITTEN NOTICE OF TERMINATION.

22 THERE, THAT'S AN AT-WILL CONTRACT.
23 THAT IS THE END OF IT. RIGHT? WELL, MAYBE NOT.
24 MAYBE HE SHOULD HAVE SHOWN YOU THE REST OF THE
25 CONTRACT. IT'S IN THE SAME PROVISION, THE SAME PART

1 OF THE CONTRACT, IT SAYS, WAIT A MINUTE. THE
2 COMPANY WILL NOT TERMINATE YOUR EMPLOYMENT BECAUSE
3 OF UNSATISFACTORY WORK UNLESS YOU HAVE BEEN NOTIFIED
4 THAT YOUR WORK IS UNSATISFACTORY AND THAT YOUR JOB
5 IS IN JEOPARDY AND UNLESS YOU HAVE BEEN GIVEN A
6 REASONABLE OPPORTUNITY TO BRING YOUR PERFORMANCE UP
7 TO SATISFACTORY STANDARDS.

8 THAT IS ONE PROTECTION AGAINST
9 TERMINATION. IT ALSO SAYS: IN NO EVENT SHALL YOU
10 BE RELEASED FOR ANY REASON WITHOUT THE FOLLOWING
11 REVIEW AND APPROVAL PROCEDURE HAVING BEEN ADHERED
12 TO. AND THEN THERE IS MORE, ALTHOUGH IT'S NOT IN
13 THE CONTRACT, THE MAIN CONTRACT. THERE WAS AN
14 AMENDMENT THAT WAS SIGNED THAT SAID THAT THE
15 EMPLOYEES WHO HAD R830 CONTRACTS HAD A RIGHT TO HAVE
16 ANY INVOLUNTARY TERMINATION REVIEWED BY THE AGENT
17 REVIEW BOARD.

18 FOLKS, THOSE ARE PROTECTIONS AGAINST
19 TERMINATION. THOSE ARE PROVISIONS THAT MEAN, NO
20 MATTER HOW YOU READ THEM, IT'S NOT AN AT-WILL
21 CONTRACT. THIS IS A CONTRACT THAT GAVE THEM JOB
22 SECURITY.

23 LET'S JUST EXPLORE THAT A LITTLE BIT
24 FURTHER, I WANT TO COME BACK TO THAT. I ASKED
25 MR. KAUFMAN ABOUT THAT PROVISION. ONE OF THE

1 PROVISIONS SAYS, AND THIS IS IN BOTH CONTRACTS, YOU
2 CAN NOT BE TERMINATED FOR UNSATISFACTORY PERFORMANCE
3 UNLESS, FIRST, WE GIVE YOU NOTICE THAT YOU ARE NOT
4 DOING YOUR JOB WELL ENOUGH; SECOND, YOU ARE GIVEN AN
5 OPPORTUNITY TO FIX IT; AND, THIRD, YOU FAIL TO FIX
6 IT, THEN WE CAN TERMINATE YOU.

7 WELL, I SAID TO MR. KAUFMAN, WELL, WHAT
8 IF SOMEBODY IS DROPPING THE BALL, THEY ARE GIVEN
9 NOTICE, AN OPPORTUNITY TO FIX IT, AND THEY DO FIX
10 IT. CAN YOU FIRE THEM THEN? HE SAID, NO. WELL, OF
11 COURSE YOU CAN'T. THAT PROVISION WOULDN'T MAKE ANY
12 SENSE AT ALL UNLESS IT WERE THE CASE THAT IF YOU DID
13 RESPOND, IF YOU DID FIX IT, YOU COULDN'T BE FIRED.
14 SO HOW CAN THEY SAY THAT THIS IS A CONTRACT THAT
15 ALLOWS ALLSTATE TO TERMINATE ANYBODY AT ANY TIME FOR
16 ANY REASON? IT'S NONSENSE.

17 WELL, MR. GODFREY WOULD RESPOND TO THAT
18 BY SAYING, WELL, WAIT A MINUTE, THE PROGRAM WAS NOT
19 ABOUT UNSATISFACTORY PERFORMANCE, THE PROGRAM WAS
20 ABOUT SOMETHING ELSE. WE DIDN'T FIRE THEM BECAUSE
21 THEY WEREN'T DOING THEIR JOBS, WE FIRED THEM
22 BECAUSE THERE WERE GREAT REASONS FOR FIRING THEM,
23 INCLUDING MAKING LIVES BETTER FOR EVERYBODY BY
24 GIVING THEM ALL OF THESE RICHES. SO HE SAID THAT'S
25 NOT A RELEVANT PROVISION.

1 WELL, THINK ABOUT WHETHER THAT MAKES
2 SENSE. HE IS TELLING YOU THAT UNDER THESE CONTRACTS
3 PEOPLE WHO WERE DOING THEIR JOBS, PEOPLE WHO
4 COULDN'T BE FIRED FOR POOR PERFORMANCE, HAVE GREATER
5 PROTECTION -- SORRY -- HAVE LESS PROTECTION THAN
6 PEOPLE THAT WERE NOT DOING THEIR JOBS. HE IS
7 TELLING YOU THAT EVEN THOUGH THIS CONTRACT SAYS YOU
8 CAN'T BE FIRED IF YOU ARE PERFORMING POORLY BUT
9 IMPROVE YOUR SITUATION, BUT YOU CAN BE FIRED IF YOU
10 WERE PERFORMING WELL ALL ALONG? THAT DOESN'T MAKE
11 ANY SENSE.

12 NOW, THERE ARE TWO CONTRACTS, AS YOU
13 KNOW, THERE'S THE R830 AND THERE'S THE R1500. WHEN
14 HE WAS TALKING ABOUT THE R1500, MR. GODFREY DID THE
15 SAME THING, HE CHERRY-PICKED. HE PULLED JUST THIS
16 PART OF THE SENTENCE OUT. NOW, THIS SENTENCE DOES
17 SAY YOU MAY BE TERMINATED AT WILL. HE SAID, LOOK AT
18 THAT. THIS IS WHAT HE SHOWED YOU. LOOKS LIKE THERE
19 IS A PERIOD AFTER THE WORD PARTY, DOESN'T IT? IT'S
20 NOT. HE DIDN'T SHOW YOU REST OF THE SENTENCE. HE
21 DIDN'T WANT TO TALK ABOUT THE REST OF THE SENTENCE.
22 HERE IS THE REST OF THE SENTENCE. IT SAYS: YOUR
23 EMPLOYMENT AND THIS AGREEMENT MAY BE TERMINATED AT
24 WILL BY EITHER PARTY, SUBJECT ONLY TO SUCH
25 LIMITATIONS AND RESTRICTIONS AS MAY BE IMPOSED BY

1 LAW AND IN ACCORDANCE WITH COMPANY RULES AND
2 PROCEDURES.

3 HE DIDN'T WANT YOU TO SEE THAT. IT
4 SAYS IF THE LAW SAYS YOU CAN'T BE TERMINATED, YOU'RE
5 NOT AT WILL. AND IF THERE ARE PROVISIONS IN THE
6 COMPANY PROCEDURES THAT SAY YOU CAN'T BE TERMINATED,
7 YOU'RE NOT AT WILL.

8 AND, IN FACT, THERE ARE SUCH
9 PROTECTIONS IN THE COMPANY DOCUMENTS, IN THE R1500
10 PROCEDURE MANUAL, THAT SAYS THAT REGARDLESS OF THE
11 LANGUAGE IN THE CONTRACT, YOU CANNOT TERMINATE AN
12 R1500 AGENT WITHOUT PROVIDING THE AGENT AN
13 OPPORTUNITY TO RECEIVE A JOB IN JEOPARDY NOTICE, A
14 REASONABLE OPPORTUNITY TO CURE AND A REVIEW OF THE
15 TERMINATION THROUGH THE AGENT REVIEW BOARD.

16 NOW, THERE IS NO GETTING AROUND THE
17 FACT THAT THESE CONTRACTS GIVE THESE PROTECTIONS
18 AGAINST -- GIVE THEM PROTECTION AGAINST TERMINATION,
19 SO WHEN THE WITNESSES WOULD NOT ALLOW MR. GODFREY TO
20 IGNORE THESE PROVISIONS, HE TRIED SOMETHING ELSE.
21 WHAT HE DID IS, HE WOULD TAKE DOCUMENTS THAT ARE NOT
22 PART OF THE CONTRACT, HE WOULD TAKE THIS HR MANUAL
23 OR SOME OTHER DOCUMENT, AND HE WOULD SHOW IT TO THE
24 WITNESS TO SAY, DOESN'T THIS SAY AT WILL. HE TRIED
25 TO POINT TO SOMETHING OUTSIDE THE CONTRACT TO SAY,

1 WELL, DOESN'T IT SAY AT WILL? SO YOU ARE AN AT-WILL
2 EMPLOYEE.

3 A COUPLE OF PROBLEMS WITH THAT. FIRST
4 OF ALL, THE R830 CONTRACT HAS WHAT'S KNOWN AS AN
5 INTEGRATION CLAUSE. IT SAYS WE CAN'T CHANGE THE
6 TERMS OF THE CONTRACT WITH SOME OTHER DOCUMENT
7 UNLESS BOTH PARTIES AGREE. AND THAT DIDN'T HAPPEN.
8 SO ALL OF THOSE OTHER DOCUMENTS THAT HE WAS SHOWING
9 THE WITNESSES TRYING TO MAKE IT SEEM LIKE THEY WERE
10 AT-WILL EMPLOYEES, THEY ARE NOT PART OF THE
11 CONTRACT, THEY DON'T HAVE ANYTHING TO DO WITH THE
12 ANALYSIS. IT WAS A PARLOR TRICK.

13 ANOTHER THING HE DID IS HE WOULD TAKE
14 SENTENCES OUT OF CONTEXT, OF THESE OTHER DOCUMENTS,
15 GIVE THEM TO THE WITNESS AND PUSH THEM, PUSH THEM,
16 PUSH THEM TO GET THEM TO AGREE, DOESN'T THIS MEAN
17 YOU'RE AN AT-WILL EMPLOYEE. FOR EXAMPLE, HE SHOWED
18 MR. CREASE SOMETHING CALLED THE HR MANUAL. HE ASKED
19 HIM, MR. CREASE, IT SAYS RIGHT HERE, ALLSTATE
20 RESERVES THE RIGHT IN ALL CIRCUMSTANCES TO DETERMINE
21 WHETHER AN EMPLOYMENT WOULD BE TERMINATED. ALLSTATE
22 RESERVES THE RIGHT TO DEPART FROM ITS STANDARD
23 DISCIPLINARY PROCEDURES WHEN, IN ITS DISCRETION,
24 SUCH A DEPARTURE IS WARRANTED. MR. CREASE SAID,
25 YEAH, THAT'S WHAT IT SAYS.

1 WELL, GUESS WHAT? FIRST OF ALL, THAT
2 MANUAL APPLIES TO ALL ALLSTATE EMPLOYEES, INCLUDING
3 THOSE WHO ARE NOT AT WILL. IT'S NOT TALKING JUST
4 ABOUT THE ALLSTATE AGENTS. BUT ALSO, HE DIDN'T SHOW
5 YOU THIS PROVISION. THE HR MANUAL EXPRESSLY STATES
6 THAT IT IS NOT INTENDED AS A STATEMENT OF THE TERMS
7 AND CONDITIONS OF YOUR EMPLOYMENT AND NO RELIANCE
8 SHOULD BE PLACED ON THIS GUIDE FOR PURPOSES OF
9 DETERMINING THE TERMS AND CONDITIONS OF THE
10 EMPLOYMENT. IT SAYS ON ITS FACE IT'S GOT NOTHING TO
11 DO WITH IT.

12 NOW, THERE WAS ANOTHER PROTECTION
13 AGAINST TERMINATION PROVISION. IT SAID THAT YOU
14 CANNOT BE FIRED FOR ANY REASON UNLESS THE REASON FOR
15 THE FIRING HAS BEEN REVIEWED AND APPROVED. WELL,
16 THINK ABOUT THAT. DOESN'T THAT MEAN THAT THERE HAS
17 TO BE A REASON? IF YOU SIGN A CONTRACT THAT SAYS
18 YOU CAN'T FIRE ME FOR ANY REASON WITHOUT REVIEWING
19 THE REASON FOR FIRING ME AND MAKING SURE SOMEBODY
20 APPROVES IT, DOESN'T IT MEAN THAT THERE HAS TO BE A
21 REASON? ISN'T THAT WHAT IT MEANS? DOESN'T IT MEAN
22 THERE HAS TO BE A REASON? THERE IS SOMETHING ABOUT
23 YOU THAT'S NOT RIGHT AND THEY CAN'T EVEN FIRE YOU
24 FOR THAT REASON UNLESS IT'S BEEN REVIEWED AND
25 APPROVED BY SOMEBODY WHO AGREES THERE IS A VALID

1 REASON FOR TERMINATING YOU. SO TO SUGGEST THAT
2 THESE ARE AT-WILL CONTRACTS IS NOT RIGHT.

3 NOW, PUT ASIDE THE CONTRACTS, PUT ASIDE
4 THE TESTIMONY, LET'S LOOK AT WHAT ALLSTATE ITSELF
5 HAS SAID IN OTHER CONTEXTS ABOUT WHETHER THESE ARE
6 AT-WILL CONTRACTS, ABOUT WHETHER IT HAD A RIGHT TO
7 TERMINATE THEM. YOU HEARD MUCH MORE THAN YOU WANTED
8 TO ABOUT THE FACT THAT, IN THE LATE 1990S, ALLSTATE
9 GOT INTO A LITTLE HOT WATER WITH THE IRS. IT HAD TO
10 DO WITH THE TAX STATUS OF THEIR BENEFIT PLANS.

11 THE ONLY THING THAT MATTERS ABOUT --
12 YOU DON'T NEED TO UNDERSTAND THE ISSUE. WHAT YOU
13 NEED TO UNDERSTAND IS THE FOLLOWING: IN THE COURSE
14 OF THE NEGOTIATIONS WITH THE IRS, THE IRS RAISED THE
15 POSSIBILITY OF SOLVING THE TAX PROBLEM, WHATEVER IT
16 WAS, BY JUST CONVERTING ALL OF THE AGENTS, JUST
17 CONVERTING THEM ALL, SAYING YOU'RE ALL FIRED, NOW
18 YOU CAN COME BACK AS INDEPENDENT CONTRACTORS.

19 WELL, IN THAT CONTEXT -- IN OTHER
20 WORDS, WHY DON'T DO YOU EXACTLY WHAT THEY ENDED UP
21 DOING IN THE PROGRAM. WELL, IN THAT CONTEXT,
22 ALLSTATE WAS TRYING TO DO SOMETHING ELSE. THEY
23 DIDN'T WANT TO TERMINATE THE PROGRAM. YOU HEARD THE
24 TESTIMONY FROM ALLSTATE'S WITNESSES THAT THEY WERE
25 TRYING TO PRESERVE IT. THEY WANTED TO KEEP THE NOA

1 PROGRAM IN PLACE. SO WHAT DID THEY TELL THE IRS?
2 THEY SAID, WE CAN'T DO THAT, WE CAN'T FORCIBLY
3 CONVERT THEM, BECAUSE WE ARE GOING TO GET SUED. WE
4 DON'T HAVE THE RIGHT TO DO THAT, OR AT LEAST THEY'RE
5 GOING TO CLAIM THAT WE DON'T HAVE A RIGHT TO DO
6 THAT.

7 THAT'S BEEN READ SEVERAL TIMES, I'M NOT
8 GOING TO READ IT AGAIN. BUT WHAT IT SAYS IS THAT,
9 IF WE DO THAT, IRS, IF WE DO EXACTLY WHAT WE ENDED
10 UP DOING IN THE PROGRAM, WE WILL FIND OURSELVES IN A
11 QUAGMIRE OF LITIGATION. BUT THEY ALSO SAID
12 SOMETHING ELSE TO THE IRS. THEY SAID THAT IT WOULD
13 SIMPLY BE UNFAIR. THESE ARE LONG-SERVICE EMPLOYEES,
14 THEY EXPECTED TO BE COMPENSATED AS EMPLOYEES AND
15 RECEIVE THE FRINGE BENEFITS THAT ALLSTATE HAS
16 TRADITIONALLY PROVIDED. NOT ONLY WOULD INDIVIDUALS
17 LOSE FUTURE BENEFIT PLAN ACCRUALS AND CONTRIBUTIONS
18 IF THEY WERE ALL CONVERTED TO INDEPENDENT
19 CONTRACTORS, MANY OF THESE INDIVIDUALS HAVE SPENT
20 ALL OF THEIR CAREERS WITH ALLSTATE AND HAVE HOPED TO
21 RETIRE WITH RETIREE LIFE AND MEDICAL BENEFITS.
22 CEASING THE NOA'S EMPLOYEE SERVICE AT THIS JUNCTURE
23 IN THEIR CAREERS WOULD HAVE SEVERE ECONOMIC
24 CONSEQUENCES. THE CONSEQUENCE IS ACCEPTING THE BASE
25 SEVERANCE OPTION.

1 NOW, EVEN THOUGH ALLSTATE TOLD THE IRS
2 WE CAN'T DO THIS DOESN'T MEAN THEY DIDN'T WANT TO.
3 AS YOU HEARD YESTERDAY, ALLSTATE STOOD TO MAKE --
4 SAVE A LOT OF MONEY. I'M SORRY THAT'S NOT VERY
5 CLEAR, BUT MR. LIDDY TESTIFIED ABOUT FINANCIAL
6 ANALYSIS THAT WAS DONE AND PRESENTED TO THE BOARD OF
7 DIRECTORS. AND IT WAS PRESENTED TO THE BOARD OF
8 DIRECTORS RIGHT BEFORE THE PROGRAM. AND HE WAS
9 PROJECTING THAT BY FORCING THE CONVERSION OF ALL OF
10 THESE AGENTS, ALLSTATE WOULD SAVE \$588 MILLION --
11 SORRY, \$88 MILLION IN THE FIRST YEAR, AND 175 IN THE
12 SECOND YEAR. MILLION, THAT IS. THEY ALSO PROJECTED
13 THAT MERELY BY TERMINATING CONTRIBUTIONS TO THE
14 PENSION PLAN, THEY WOULD PICK UP \$98 MILLION.

15 THE POINT BEING IS THERE WAS A LOT OF
16 MONEY TO BE HAD IN TERMS OF SAVINGS IF THEY COULD
17 JUST FIND SOME WAY TO FORCE ALL OF THESE AGENTS TO
18 CONVERT. THEY WERE IN A BIND.

19 GETS US TO THE PROGRAM.

20 HERE'S WHAT THE PROGRAM WAS ABOUT. AS
21 I JUST SAID, ALLSTATE CLEARLY WANTED TO FORCE ALL OF
22 THESE FOLKS TO CONVERT. BUT AS IT HAD TOLD THE IRS,
23 WE'RE GOING TO GET SUED IF WE DO THAT. WE'RE GOING
24 TO HAVE A QUAGMIRE OF LITIGATION. WELL, SOMEWHERE
25 ALONG THE LINE, I THINK MR. LIDDY TESTIFIED THIS WAS

1 SUGGESTED BY THEIR GENERAL COUNSEL SOME TIME IN
2 1999, SOMEONE CAME UP WITH AN IDEA. IT WAS THE
3 RELEASE. THEY FIGURED OUT A SOLUTION. LET'S
4 TERMINATE ALL THESE FOLKS, FORCE THEM TO CONVERT OR
5 LEAVE, BUT DO IT IN A WAY THAT COVERS US, THAT
6 PREVENTS THEM FROM SUING US. IT WAS ACTUALLY A
7 PRETTY BRILLIANT PLAN.

8 IT HAD SEVERAL STEPS. STEP 1, CUT
9 THEIR LEGS OUT FROM UNDERNEATH THEM. TELL THEM ALL
10 THAT AS OF A CERTAIN DATE YOU WILL BE ON YOUR KNEES,
11 YOU WILL HAVE NO JOB, YOU WILL HAVE NO BENEFITS, YOU
12 WILL HAVE NOTHING. STEP 1, TELL THEM EVERYTHING IS
13 GONE.

14 STEP 2, THROW THEM A LIFELINE. SAY TO
15 THEM, HEY, WE'RE GOING TO GIVE YOU AN OPPORTUNITY TO
16 GET BACK ON YOUR FEET. WE'RE GOING TO GIVE YOU AN
17 OPPORTUNITY TO CONVERT TO AN INDEPENDENT CONTRACTOR.
18 YOU WON'T HAVE BENEFITS, YOU WON'T HAVE EXPENSE
19 REIMBURSEMENT, BUT IT'S BETTER THAN NOT HAVING A
20 JOB. OR IF YOU DON'T WANT TO STAY WITH ALLSTATE,
21 WE'RE GOING TO GIVE YOU THE OPPORTUNITY TO SELL YOUR
22 BOOK, GET SOME MONEY. OR IF YOU DON'T WANT THAT,
23 WE'LL GIVE YOU THE ENHANCED SEVERANCE OPTION, WHICH
24 WAS A YEAR'S PAY. THAT WAY IF YOU DON'T WANT TO
25 STAY, AT LEAST YOU'RE GOING TO HAVE THE MONEY, AT

1 LEAST YOU'RE GOING TO HAVE SOMETHING THAT WILL ALLOW
2 YOU TO GET BACK ON YOUR FEET. THAT WAS STEP 2.

3 STEP 3, SAY YOU ONLY GET THAT LIFELINE
4 IF YOU SIGN THE RELEASE. THESE ARE GOOD THINGS.
5 YOU CAN HAVE THESE THINGS. THEY'RE NOT WHAT YOU
6 THOUGHT YOU HAD, BUT THEY ARE GOOD THINGS LIKE
7 MR. GODFREY SAID. WE ARE NOT DENYING THESE ARE GOOD
8 THINGS.

9 BUT THAT GETS US TO STEP 4. THEY GOT
10 TO SIGN THE RELEASE TO GET THEM, AND THE RELEASE HAS
11 TO SAY EXACTLY WHAT ALLSTATE WANTS IT TO SAY. YOU
12 MUST SIGN A RELEASE AND IT MUST SAY YOU ARE DOING
13 THIS VOLUNTARILY AND KNOWINGLY.

14 THE NEXT STEP IS, AND THIS IS THE MOST
15 IMPORTANT STEP. YOU GIVE THEM A WAY NOT TO SIGN THE
16 RELEASE, AND ONLY ONE WAY. AND THE OPTION THAT YOU
17 GIVE THEM TO NOT SIGN THE RELEASE HAS TO BE
18 DEVASTATING. IT HAS TO BE SOMETHING THAT NOBODY,
19 UNLESS THEY ARE IN A DIFFERENT CIRCUMSTANCE, IS
20 GOING TO BE ABLE TO LIVE WITH. WHAT YOU ARE TRYING
21 TO DO IS CREATE AS MUCH DISTANCE BETWEEN THE OPTION
22 OF SIGNING THE RELEASE AND THE THINGS YOU GET AND
23 WHAT HAPPENS IF YOU DON'T SIGN THE RELEASE. YOU
24 WANT TO MAKE IT COMPLETELY INTOLERABLE. YOU WANT TO
25 MAKE IT SO THAT NOBODY IS GOING TO DO THAT. NOBODY

1 WHO WANTS A JOB, NOBODY WHO WANTS TO PAY THEIR
2 BILLS, NOBODY WHO DOESN'T WANT TO PULL THEIR SON OUT
3 OF COLLEGE IS GOING TO ACCEPT THAT.

4 AND THAT WAS THE BASE SEVERANCE OPTION.
5 BASE SEVERANCE OPTION IS YOU GET 13 WEEKS PAY, UP TO
6 13 WEEKS PAY, OVER SIX MONTHS. WHICH, BY THE WAY,
7 IS ABOUT THE SAME THING THAT YOU WOULD GET IF YOU
8 WERE TERMINATED FOR CAUSE FOR NOT DOING YOUR JOB
9 UNDER THE SEVERANCE PLAN. THAT'S THE BASE SEVERANCE
10 OPTION.

11 HERE IS WHAT'S INTERESTING, AND THIS IS
12 WHAT PROVES THAT THIS WAS DELIBERATE. IT RAN INTO A
13 PROBLEM. YOU HEARD A LOT ABOUT SEVERANCE PLANS.
14 AND I'M GUESSING YOU HAD NO IDEA WHY WE WERE TALKING
15 ABOUT THOSE SEVERANCE PLANS. YOU HAD NO IDEA WHY WE
16 ARE TALKING ABOUT THIS PLAN AND THAT PLAN AND CHANGE
17 THIS. IT'S ACTUALLY A PRETTY BIG PART OF THE STORY
18 IN EXPLAINING WHY. THEY REALIZED WHEN THEY WERE
19 PLANNING THIS, THERE IS A LOOPHOLE THAT'S GOING TO
20 ALLOW THEM TO ESCAPE FROM THE BASE SEVERANCE OPTION.

21 THERE WERE TWO SEVERANCE PLANS IN
22 PLACE. THIS IS IN THE ESTABLISHED FACTS. THERE WAS
23 A SEVERANCE PAY PLAN AND A SEVERANCE ALLOWANCE PLAN.
24 THE SEVERANCE ALLOWANCE PLAN IS THE ONE THAT APPLIES
25 IF YOU ARE TERMINATED FOR UNSATISFACTORY

1 PERFORMANCE. THAT'S NOT IMPORTANT HERE.

2 THE OTHER ONE IS THE SEVERANCE PAY
3 PLAN. AND WHAT IT SAYS IS IF YOU ARE TERMINATED
4 INVOLUNTARILY AS A RESULT OF A REDUCTION IN FORCE,
5 YOU WILL GET UP TO 52 WEEKS PAY, UP TO A FULL YEAR
6 PAY. THE KICKER IS YOU DON'T HAVE TO SIGN THE
7 RELEASE. WELL, THAT'S A PROBLEM. THAT LETS THEM
8 GET OUT OF THE BOX WE ARE TRYING TO PUT THEM IN.
9 SOMEBODY WHO COULD SAY I'M NOT GOING TO SIGN THE
10 RELEASE UNDER THIS PLAN WOULD STILL GET UP TO A
11 YEAR'S PAY WITHOUT SIGNING THE RELEASE. IT'S A
12 PROBLEM FOR THEM.

13 THIS PLAN PROVIDED IF YOU WERE
14 TERMINATED UNDER CERTAIN CIRCUMSTANCES. ONE OF THEM
15 IS A REDUCTION IN WORKFORCE. THEY TRIED TO TELL YOU
16 THAT THIS WASN'T A REDUCTION IN WORKFORCE. IT'S A
17 LITTLE HARD TO UNDERSTAND HOW IT IS THAT TERMINATING
18 6,200 EMPLOYEES IS NOT A REDUCTION IN WORKFORCE.
19 THAT ASIDE, IT'S PRETTY CLEAR FROM THE EVIDENCE THAT
20 EVEN IF YOU CONSIDER THE POSSIBILITY THAT SOME ARE
21 GOING TO COME BACK, ALLSTATE FULLY INTENDED, FULLY
22 EXPECTED THAT A SIGNIFICANT NUMBER OF AGENTS WOULD
23 LEAVE THE COMPANY AS A RESULT OF THE PROGRAM, AND,
24 IN FACT, THEY SET ASIDE \$92 MILLION FOR SEPARATION
25 COSTS. THERE IS NO QUESTION THAT IT WAS A REDUCTION

1 IN WORKFORCE, AND THEREFORE THERE'S NO QUESTION THAT
2 THESE AGENTS, AS PART OF THE PROGRAM, BEING
3 TERMINATED, WOULD HAVE BEEN ENTITLED TO UP TO A
4 YEAR'S PAY WITHOUT A RELEASE.

5 THERE WAS AN EXCEPTION IN THE PLAN. IT
6 SAID, IT DOES NOT APPLY TO EMPLOYEES TERMINATED
7 UNDER THE TERMS OF ANY GROUP REORGANIZATION
8 STRUCTURING BENEFIT PLAN OR PROGRAM SPONSORED BY THE
9 EMPLOYER. THEY SAID, I KNOW, HERE IS WHAT WE'LL DO.
10 WE'RE GOING TO CREATE A NEW PLAN AS PART OF THIS
11 SO-CALLED REORGANIZATION. AND IF WE DO THAT, WE ARE
12 JUST GOING TO DO IT FOR EMPLOYEE AGENTS. THEN THIS
13 PLAN, THE PLAN THAT WOULD PAY THEM UP TO A YEAR'S
14 SALARY, WON'T APPLY. THAT WAS THE AGENT TRANSITION
15 SERVICE PLAN -- SEVERANCE PLAN.

16 THEY ADOPTED THAT LITERALLY TWO DAYS
17 BEFORE THEY ANNOUNCED THE PROGRAM. THEY PLUGGED THE
18 LOOPHOLE. BY DOING THAT ONE CHANGE WITH THE STROKE
19 OF A PEN, THEY RENDERED THE SEVERANCE PAY PLAN THAT
20 WOULD HAVE GIVEN THESE FOLKS UP TO A YEAR'S PAY
21 WITHOUT SIGNING THE RELEASE, WITH A PLAN THAT SAID,
22 IF YOU DON'T SIGN THE RELEASE, YOU ONLY GET 13 WEEKS
23 OVER SIX MONTHS. IT'S PLAIN AS DAY WHAT THEY WERE
24 DOING. THEY WERE STRUCTURING IT. THEY WERE GOING
25 OUT OF THE WAY TO MAKE SURE THAT THE ONLY OPTION

1 THAT WOULD ALLOW YOU TO NOT SIGN THE RELEASE WAS AS
2 PAINFUL AS POSSIBLE.

3 ONCE THEY PLUGGED THAT LOOPHOLE, THEY
4 GOT EXACTLY WHAT THEY WANTED. THEY HAD ALL OF THE
5 PLAINTIFFS IN THE BOX. THEY CALLED IT PREPARING FOR
6 THE FUTURE. I DON'T KNOW WHETHER THAT WAS A JOKE,
7 BUT MY IDEA OF PREPARING FOR THE FUTURE IS NOT
8 GETTING FIRED, BUT THEY CALLED IT PREPARING FOR THE
9 FUTURE. THE WAY THEY STRUCTURED THE PROGRAM IS THAT
10 THERE WERE ONLY TWO WAYS OUT OF THE BOX. ONE IS TO
11 SIGN THE RELEASE, IN WHICH CASE YOU GET THESE
12 WONDERFUL THINGS, OR NOT SIGN THE RELEASE, IN WHICH
13 CASE YOU FACED THE FOLLOWING. ANY ONE OF THE
14 PLAINTIFFS WHO WAS SITTING TRYING TO DECIDE WHETHER
15 TO SIGN THE RELEASE TO GET OPTIONS 1, 2 OR 3, OR NOT
16 SIGN THE RELEASE, MEANING TAKE THE BASE SEVERANCE
17 OPTION, WAS FACED WITH THE FOLLOWING: HE OR SHE
18 WOULD HAVE NO JOB. NO JOB.

19 NO MATTER HOW LONG YOU HAD WORKED
20 THERE, NO MATTER HOW MUCH YOU INVESTED, YOU HAD NO
21 JOB. YOU GOT NO BENEFITS. YOUR CAREER WITH
22 ALLSTATE IS OVER, WHICH MATTERED TO SOME FOLKS.
23 THEY SPENT A LOT OF TIME DEVELOPING IT, THEY LIKED
24 IT. OTHERS DIDN'T. YOUR CAREER WITH ALLSTATE WAS
25 OVER IF YOU TAKE THE BASE SEVERANCE OPTION.

1 NOT ONLY THAT, YOUR CHANCES OF
2 SUCCESSFULLY STAYING IN THE BUSINESS OF SELLING
3 INSURANCE WERE PRETTY MUCH SHOT, PRETTY MUCH OF A
4 LONG SHOT, BECAUSE, YOU SEE, ALLSTATE TOLD ALL THESE
5 FOLKS THAT IF YOU GO TO WORK SELLING FOR ANOTHER
6 INSURANCE COMPANY AND YOU TRY TO SELL TO ONE OF THE
7 CUSTOMERS YOU HAD, ONE OF THE CUSTOMERS IN YOUR
8 BOOK, WE ARE GOING TO SUE YOU. YOU CAN'T DO THAT.
9 THAT'S A VIOLATION OF YOUR NONCOMPETE PROVISION.
10 MAKES IT KIND OF TOUGH WHEN YOU'RE STARTING OVER IN
11 AN INSURANCE BUSINESS, YOU START WITHOUT YOUR BOOK,
12 YOU HAVE LOST YOUR BOOK, YOU'VE LOST YOUR INVESTMENT
13 IN THE BOOK. YOU HAVE TO START FROM POLICY ONE ALL
14 OVER AGAIN. BUT YOU HAVE TO DO IT BY FINDING
15 CUSTOMERS THAT YOU HAVEN'T BEEN ABLE TO FIND THE
16 ENTIRE TIME YOU'VE BEEN WITH ALLSTATE.

17 TO MAKE IT WORSE, THEY EVEN TOOK THEIR
18 PHONE NUMBERS. THEY SAID YOU CAN'T USE YOUR PHONE
19 NUMBER, THE PHONE NUMBER THAT PEOPLE KNEW WHERE TO
20 REACH YOU. YOU CAN'T HAVE THAT.

21 AND THEY ACTUALLY WENT FURTHER THAN
22 THAT. WHAT THEY SAID IS, IN RESPONSE TO ONE OF THE
23 Q AND A, THE QUESTION WAS, IF I SEPARATE, IF I TAKE
24 THE BASE SEVERANCE OPTION, EVEN IF I DON'T, IF I
25 SEPARATE, CAN I SELL COKE TO MY FORMER CUSTOMERS?

1 CAN I SELL VACUUM CLEANERS TO MY FORMER CUSTOMERS?

2 ALLSTATE SAID NO, YOU CAN'T DO IT.

3 SO IN ADDITION TO LOSING THEIR JOBS AND
4 THEIR BENEFITS THEY WERE FACED WITH TREMENDOUS
5 OBSTACLES TO RECOVER. NOW, MAYBE SOME OR ALL OF
6 THEM COULD HAVE FOUND A JOB. MAYBE THEY COULD HAVE
7 SUCCEEDED SELLING INSURANCE FOR A COMPETITOR, EVEN
8 WITH THOSE RESTRICTIONS. WHO KNOWS? ALL THAT
9 MATTERS IS THAT THAT'S WHAT EACH OF THESE PLAINTIFFS
10 WERE LOOKING AT WHEN THEY WERE DECIDING WHETHER OR
11 NOT TO SIGN THE RELEASE.

12 THEY WERE LOOKING AT, AS YOU HEARD FROM
13 SOME OF THEM, A VERY REAL POSSIBILITY OF FINANCIAL
14 RUIN. THEY TOLD YOU THE NUMBERS, THEY TOLD YOU HOW
15 MUCH THEY WERE SPENDING, HOW MUCH IN SAVINGS THEY
16 HAD, WHICH, IN SOME CASES, WAS NOT VERY MUCH,
17 BECAUSE THEY HAD BEEN INVESTING, AND HOW LONG THAT
18 MONEY WOULD LAST BEFORE THEY WERE WORRIED ABOUT
19 FORECLOSURE.

20 I WOULD SUGGEST TO YOU THAT THAT RAISES
21 SERIOUS QUESTIONS IN THE MIND OF ANY REASONABLE
22 PERSON ABOUT WHETHER IT'S REASONABLE TO ACCEPT THE
23 BASE SEVERANCE OPTION RATHER THAN ONE OF THE THREE
24 OPTIONS THAT WOULD REQUIRE YOU TO SIGN THE RELEASE.

25 THERE WAS ALSO SOMETHING ELSE AT STAKE

1 HERE, AND YOU HEARD IT FROM MR. HARPER. IT'S AN
2 INTANGIBLE. MAYBE IT'S SOMETHING ONE MIGHT THINK IS
3 IMPORTANT OR NOT. BUT IN MR. HARPER'S CASE, MAYBE
4 IN OTHERS, HE IS THE ONE WHO SAID IT, THERE WAS
5 SOMETHING ELSE. IT WAS DIGNITY. MR. HARPER, KIND
6 OF AN OLD FASHIONED GUY, I GUESS, SAID THAT BEING
7 THE BREADWINNER MATTERED TO HIM. YOU RECALL THAT
8 HIS WIFE HAD QUIT HER JOB AT THE CRICKET FARM, A JOB
9 WITH BENEFITS, TO WORK WITH HIM AT ALLSTATE'S
10 SUGGESTION OR UNDER ALLSTATE'S PRESSURE. HE WAS
11 GOING TO LOSE HIS JOB IF HE ACCEPTED THE BASE
12 SEVERANCE OPTION. AND THAT WAS SOMETHING THAT WENT
13 RIGHT TO THE HEART OF HIS SELF-RESPECT AS A MAN.

14 NOW, AGAIN, YOU CAN DECIDE FOR YOURSELF
15 HOW MUCH VALUE YOU PLACE ON THAT, BUT I THINK IT'S
16 PRETTY CLEAR IT WAS IMPORTANT TO MR. HARPER.

17 NOW, LET ME TURN TO SOME OF THE THINGS
18 THAT ALLSTATE IS TRYING TO DO TO DISTRACT YOU. LIKE
19 I SAID, ONE OF THE PROBLEMS IS I HAVE TO RESPOND TO
20 WHAT HE SAID, SO I'M LITTLE OFF SCRIPT, I APOLOGIZE
21 FOR THAT.

22 BUT LET ME ADDRESS SOME OF THE THINGS
23 THAT THEY ARE SAYING TO YOU IN AN EFFORT TO GET YOU
24 TO JUST KEEP YOUR EYE ON THOSE MONKEYS. THEY SAY,
25 YOU KNOW, JEESH, WE PAID YOU FOR SEVEN MONTHS. WE

1 PAID YOU FOR SEVEN MONTHS. WHO GETS THAT? I THINK
2 MR. GODFREY EVEN DESCRIBED IT AS, YOU KNOW, UNLIKE
3 ANY OTHER JOB, WE CONTINUED TO PAY YOU. LET'S BE
4 CLEAR. WHAT HE IS TALKING ABOUT IS THE SEVEN MONTHS
5 BETWEEN THE DATE THE PROGRAM WAS ANNOUNCED AND THE
6 DATE THE TERMINATION WOULD BECOME EFFECTIVE. HE IS
7 TALKING ABOUT THE SEVEN MONTHS BETWEEN NOVEMBER OF
8 1999 AND JUNE OF 2000. THEY ARE ACTUALLY TAKING
9 CREDIT FOR HAVING PAID THESE EMPLOYEES DURING THAT
10 PERIOD.

11 WELL, FOLKS, THEY WERE STILL EMPLOYEES,
12 THEY WERE REQUIRED TO SHOW UP FOR WORK EVERY SINGLE
13 DAY. HOW DARE THEY TAKE CREDIT FOR THE FACT THAT
14 THEY WERE PAYING THEM FOR DOING WORK? YOU KNOW, AND
15 IF YOU THINK ABOUT IT, IT'S EVEN MORE OUTRAGEOUS
16 THAN THAT. THESE FOLKS WEREN'T DRAWING A SALARY FOR
17 SITTING IN THEIR OFFICES WITH THEIR FEET UP ON THEIR
18 DESK DOING CROSSWORD PUZZLES. THEY GET PAID IN
19 COMMISSIONS. DURING THOSE SEVEN MONTHS, EVERY
20 NICKEL THEY GOT PAID WAS BECAUSE THEY SOLD A POLICY
21 FOR ALLSTATE. EVERY NICKEL. AND FOR EVERY POLICY
22 THEY SOLD, ALLSTATE PUT A LOT MORE MONEY IN ITS
23 POCKET THAN THE PLAINTIFFS DID.

24 SO FOR THEM TO SUGGEST THAT, WOW,
25 ALLSTATE WAS REALLY DOING WELL BY THESE FOLKS BY

1 CONTINUING TO PAY THEM WHILE THEY WERE STILL
2 EMPLOYEES, BY CONTINUING TO HONOR ITS OBLIGATION TO
3 PAY COMMISSIONS ON POLICIES ACTUALLY SOLD OR
4 RENEWED, I THINK SAYS A LOT ABOUT ALLSTATE'S NOTION
5 OF WHAT IT IS TO BE IN GOOD HANDS WITH ALLSTATE.

6 NOW, THERE IS ANOTHER ARGUMENT THAT
7 THEY MADE THAT I THINK IS WORTH TOUCHING ON.
8 BECAUSE YOU HEARD A LOT ABOUT IT. YOU KNOW, YOU
9 SHOULD HAVE TALKED TO A LAWYER, YOU SHOULD HAVE SUED
10 US, THEY DIDN'T SUE US.

11 LET'S THINK ABOUT THAT. WE LAWYERS
12 LOVE TO THINK THAT WE ARE GODS. ME, IN PARTICULAR.
13 BUT YOU GO TO A LAWYER, THERE'S ONLY TWO THINGS HE
14 OR SHE CAN DO FOR YOU. THINK ABOUT IT. ONE IS, I
15 CAN NEGOTIATE FOR YOU. I CAN HELP YOU TRY TO WORK
16 SOMETHING OUT WITH ALLSTATE. I CAN GO TO ALLSTATE
17 AND EXPLAIN TO THEM, WELL, YOU KNOW, THIS IS KIND OF
18 UNREASONABLE, HAVE LUNCH, DO YOU MIND IF WE, YOU
19 KNOW, TAKE OUT THE LANGUAGE IN THE RELEASE THAT SAYS
20 IT'S VOLUNTARY. THAT'S ONE THING A LAWYER CAN DO
21 FOR YOU.

22 WELL, HIRING A LAWYER TO NEGOTIATE WITH
23 ALLSTATE WOULD HAVE BEEN A WASTE OF MONEY. BECAUSE
24 ALLSTATE MADE IT PRETTY CLEAR IT WASN'T NEGOTIATING.
25 SO WHO ARE YOU KIDDING ABOUT THAT?

1 NOW, THE OTHER THING A LAWYER CAN DO IS
2 THEY CAN SUE. AND THEY SAY TO YOU AGAIN AND AGAIN
3 AND AGAIN, YOU SHOULD HAVE SUED US. IT'S YOUR FAULT
4 THAT THIS HAPPENED. THEY ARE ACTUALLY SAYING IT'S
5 THEIR FAULT, YOU SHOULD HAVE SUED US, SUCKERS. YOU
6 DIDN'T SUE US, IT'S YOUR FAULT. YOU PUT YOURSELF IN
7 THIS PREDICAMENT.

8 WELL, LET'S THINK ABOUT THAT. ARE THEY
9 ACTUALLY SUGGESTING THAT A GROUP OF PEOPLE, EITHER
10 INDIVIDUALLY OR GETTING TOGETHER, PEOPLE WHO JUST
11 LOST THEIR JOBS, WERE REALLY IN A POSITION TO TAKE
12 ON AND BEAT ALLSTATE AND DO IT WITHIN SEVEN MONTHS?
13 THAT'S KIND OF A STRANGE ARGUMENT TO MAKE, IF YOU
14 THINK ABOUT IT, AS WE STAND HERE, 15 YEARS AFTER
15 THESE EVENTS HAPPENED AND WE ARE STILL ARGUING ABOUT
16 THIS. FOR ALLSTATE TO SUGGEST TO YOU THAT THEY
17 SHOULD HAVE SUED BECAUSE IF THEY HAD SUED, ASSUMING
18 YOU COULD AFFORD IT, IT WOULD HAVE BEEN DIFFERENT,
19 YOU WOULD HAVE BEEN ABLE TO STOP US. THAT'S A
20 RIDICULOUS ARGUMENT.

21 AND, IN FACT, BACK TO MY POINT ABOUT
22 LISTEN TO THE EVIDENCE RATHER THAN WHAT THE LAWYERS
23 SAY, WHETHER IT'S ME OR MR. GODFREY OR ANYBODY ELSE.
24 MR. GODFREY TALKED ABOUT THE FACT THAT SOME FOLKS
25 DID TALK TO LAWYERS. AND HE SAID, WELL, IF YOU TALK

1 TO A LAWYER AND THEY SIGNED THE RELEASE, THAT MUST
2 MEAN YOU THOUGHT IT WAS OKAY TO DO. I'M NOT SURE
3 THERE IS ANYTHING DIRECT TO SUPPORT THAT, BUT
4 ANOTHER THING HE SAID WAS, I'M PRETTY SURE HE SAID
5 DURING HIS CLOSING REMARKS, HE SAID THAT THE LAWYERS
6 SAID TO THEM WE CAN STOP THIS. THAT THE LAWYERS
7 SAID TO THE PLAINTIFFS, THE LAWYERS THEY TALKED TO
8 SAID THAT THE LAWYERS COULD STOP IT, THAT THE
9 LAWYERS COULD FILE A LAWSUIT THAT WOULD STOP IT. I
10 GUARANTEE YOU THERE IS NOTHING IN YOUR NOTES THAT
11 SAID THAT, BECAUSE THERE WAS NO TESTIMONY THAT EVER
12 SUGGESTED THAT A LAWYER SAID THAT THERE WAS SOME
13 POSSIBILITY OF ACTUALLY ACCOMPLISHING ANYTHING BY
14 SUING.

15 IN FACT, TO THE CONTRARY, MR. KEARNEY
16 TESTIFIED THAT ONE OF THE THINGS HE WAS TOLD WHEN HE
17 TALKED TO A LAWYER IS, THERE IS NOTHING THAT COULD
18 BE DONE, NOT BECAUSE THE RELEASE IS LEGAL, BUT IT
19 HAS TO DO WITH TIMING. THIS ISSUE CALLED
20 IRREPARABLE HARM THAT WE TALKED ABOUT. YOU CAN'T
21 GET AN INJUNCTION IF WHAT THEY ARE DOING TO YOU IS
22 SOMETHING THAT CAN BE FIXED THROUGH MONEY DAMAGES.
23 TO SUGGEST THAT IT'S THEIR FAULT FOR NOT HAVING
24 SUED, SUGGEST THAT THE FACT THAT THEY DIDN'T
25 MORTGAGE THEIR HOMES, HIRE LAWYERS TO STOP THIS

1 THING, IS A DISTRACTION, TO SAY THE LEAST.

2 NOW, ALLSTATE ALSO TOLD YOU THAT WE
3 THOUGHT THESE RELEASES WERE SIGNED KNOWINGLY. WE
4 BELIEVED YOU. WE BELIEVED YOU. IT SAYS RIGHT THERE
5 IN THE RELEASE THAT YOU WERE SIGNING IT VOLUNTARILY
6 AND WE BELIEVED YOU.

7 NOW, REMEMBER, THOSE WERE ALLSTATE'S
8 WORDS. BUT MS. SMYLIE, IN HER OPENING STATEMENT,
9 TOOK THAT A BIT FURTHER. SHE TALKED ABOUT MISS
10 KELLY. SHE SAID, NOW, MS. KELLY MAY TELL YOU THAT
11 HER SIGNATURE ON THIS DOCUMENT, ON THIS RELEASE,
12 MEANT NOTHING TO HER. SHE SIGNED IT, BUT IT DIDN'T
13 MEAN ANYTHING. WELL, LADIES AND GENTLEMEN, IT MEANT
14 SOMETHING TO ALLSTATE. ALLSTATE THOUGHT SHE WAS
15 TELLING THE TRUTH. SAY THAT AGAIN. SHE TOLD YOU
16 THAT ALLSTATE THOUGHT SHE WAS TELLING THE TRUTH.
17 WHEN SHE SAID, I READ THIS RELEASE, I UNDERSTAND ITS
18 EFFECT AND I'M ACTING VOLUNTARILY AND OF MY OWN FREE
19 WILL, I VOLUNTARILY MAKE THE FOLLOWING ELECTION,
20 ALLSTATE BELIEVED HER. THEY THOUGHT SHE WAS HONEST,
21 SHE WAS BEING SINCERE.

22 WELL, WHAT IS -- THIS IS THE RELEASE,
23 THIS IS WHERE IT SAID, WHERE MS. KELLY SAID, I'M
24 VOLUNTARILY DOING THIS. THIS IS WHAT MS. SMYLIE
25 SUGGESTED THAT ALLSTATE TOOK AT FACE VALUE.

1 WELL, HERE WHAT MS. KELLY SAID ABOUT
2 THAT. SHE SAID THAT SHE TRIED TO TAKE THOSE WORDS
3 OUT. SHE TRIED TO WRITE ON IT "UNDER DURESS." SHE
4 TRIED TO TELL ALLSTATE THAT SHE WAS NOT DOING IT
5 VOLUNTARILY. WHAT HAPPENED? ALLSTATE SAID, NO, YOU
6 CAN'T DO THAT. IT WAS SENT IN, IT WAS SENT BACK,
7 TAKE IT OFF. IF YOU DON'T WANT THE BASE SEVERANCE
8 OPTION, IF YOU ARE NOT WILLING TO ACCEPT THOSE
9 CONSEQUENCES, YOU MAY NOT CHANGE THE WORDS OF THE
10 RELEASE. YOU HAVE TO TAKE OUR WORDS THAT YOU ARE
11 DOING IT VOLUNTARILY AND PRETEND THAT THEY ARE
12 YOURS.

13 SO IT'S AN OUTRAGE TO SUGGEST, IT'S AN
14 OUTRAGE FOR ALLSTATE TO COME IN HERE AND SUGGEST
15 THAT THEY BELIEVED THAT THESE WERE ALL VOLUNTARILY
16 EXECUTED BECAUSE IT SAYS THAT. THOSE WERE
17 ALLSTATE'S WORDS AND ALLSTATE KNOWS IT.

18 AND IF YOU THINK ABOUT IT, IF YOU ARE
19 SIGNING A DOCUMENT BECAUSE YOU REALLY DON'T HAVE A
20 CHOICE, IT DOESN'T MAKE MUCH MATTER -- IT DOESN'T
21 MAKE MUCH DIFFERENCE WHAT IT SAYS. THINK ABOUT IT?
22 THIS IS AN EXTREME EXAMPLE, BUT IF SOMEBODY SIGNED A
23 MURDER CONFESSION BECAUSE THEY HAVE BEEN BEATEN,
24 PERFECTLY INNOCENT, BUT THEY SIGN IT BECAUSE THEY
25 HAVE BEEN BEATEN, IT REALLY DOESN'T MATTER WHETHER

1 YOU CONFESS TO ONE MURDER OR 100. WHATEVER THEY
2 WANT TO PUT INTO IT THEY CAN PUT INTO IT BECAUSE
3 THEY ARE GOING TO SIGN IT TO STOP THE BEATING.

4 SO JUST AS THESE PLAINTIFFS HAD TO SIGN
5 THAT PIECE OF PAPER IN ORDER TO AVOID THE
6 LIFE-CHANGING CONSEQUENCES OF THE BASE SEVERANCE
7 OPTION, THEY HAD TO USE EXACTLY THE WORDS THAT
8 ALLSTATE SAID HAD TO BE IN IT.

9 ACTUALLY, THE REASON ALLSTATE WANTED
10 THOSE WORDS IN IT, THE REASON ALLSTATE INSISTED THAT
11 THE RELEASE SAY, I'M GOOD WITH THIS, THIS IS
12 VOLUNTARY, IS PRETTY CLEAR. IT'S BECAUSE THEY
13 WANTED TO MAKE THAT ARGUMENT TO YOU. THEY WANTED TO
14 BE IN A POSITION, IF THIS HAPPENED, IF THIS TRIAL
15 HAPPENED, TO COME IN AND SAY, DON'T LOOK AT US, THEY
16 SAID THEY DID IT VOLUNTARILY. THAT'S WHY THOSE
17 WORDS ARE THERE. AND IT'S NOT BECAUSE THERE WAS
18 ANYTHING VOLUNTARY ABOUT IT.

19 NOW, I'M NOT GOING TO TAKE A LOT OF
20 TIME, BUT I WANT TO TALK BRIEFLY ABOUT THE PART OF
21 THE CASE THAT DEALS WITH WHETHER THE RELEASE WAS
22 SIGNED KNOWINGLY. ALL OF THE PLAINTIFFS
23 ACKNOWLEDGED THAT THEY DID UNDERSTAND THAT BY
24 SIGNING IT, THEY WERE SAYING I'M GIVING UP CLAIMS
25 AGAINST ALLSTATE. NO ONE IS DENYING THAT. THEY

1 DIDN'T THINK THAT THEY WERE SIGNING A CHINESE MENU,
2 THEY UNDERSTOOD THAT IT WAS A RELEASE AND THEY
3 UNDERSTOOD WHAT THE RELEASE WAS ABOUT.

4 BUT THAT DOESN'T NECESSARILY MEAN THAT
5 IT WAS KNOWING. IT'S NOT AT ALL CLEAR IN THE MINDS
6 OF SOME OF THEM EXACTLY WHAT THE LEGAL EFFECT OF IT
7 WAS. BUT, MORE IMPORTANTLY, THERE IS PRETTY CLEAR
8 EVIDENCE THAT ALLSTATE WAS NOT ENTIRELY STRAIGHT
9 WITH THESE FOLKS ABOUT FACTS THAT WERE REALLY
10 IMPORTANT, FACTS THAT SHOULD HAVE BEEN DISCLOSED,
11 FACTS THAT WOULD HAVE BEEN IMPORTANT TO DECISIONS
12 THAT WERE BEING MADE.

13 ONE OF THEM RELATED TO COMMISSION
14 RATES. OKAY. COMMISSIONS MATTER IF YOU'RE GOING TO
15 BE AN INDEPENDENT CONTRACTOR. YOU'RE NOT GOING TO
16 HAVE BENEFITS, YOU HAVE TO PAY ALL YOUR EXPENSES, SO
17 THE COMMISSION RATE YOU GET IS PRETTY IMPORTANT,
18 RIGHT?

19 AND, IN FACT, ONE OF THE SELLING POINTS
20 OF THE PROGRAM IS THAT WE'RE GOING TO MAKE YOU
21 INDEPENDENT CONTRACTORS IF YOU SIGN THE RELEASE.
22 AND ALTHOUGH YOU'RE NOT GETTING BENEFITS OR EXPENSE
23 REIMBURSEMENT, YOU'RE GOING TO GET COMMISSIONS AND
24 THEY ARE HIGHER. THEY ARE HIGHER COMMISSIONS, GOOD
25 COMMISSIONS. BUT ALLSTATE ALSO SAID, YOU KNOW, WE

1 HAVE -- WE RESERVE THE RIGHT TO CHANGE THEM. SO IF
2 YOU'RE TRYING TO DECIDE WHETHER TO TAKE THE
3 CONVERSION OPTION, YOU WANT TO KNOW THAT. YOU WOULD
4 WANT TO KNOW WHETHER, OKAY, ALLSTATE, I KNOW THAT
5 YOU HAVE THE RIGHT, BUT CAN YOU TELL ME WHETHER
6 YOU'RE PLANNING TO DO THAT? BECAUSE I'M MAKING THIS
7 DECISION, I'M RUNNING THE NUMBERS AND I'M GOING TO
8 ASSUME THAT YOU'RE GOING TO PAY ME THESE COMMISSIONS
9 UNLESS YOU TELL ME THAT A CHANGE IS COMING DOWN THE
10 PIKE. AND ALLSTATE SAID NO, WE ARE NOT EVALUATING
11 THE POSSIBILITY. WE CAN, BUT WE'RE NOT PLANNING TO
12 DO IT.

13 FOR EXAMPLE, YOU HEARD ABOUT A LETTER
14 THAT MR. KAUFMAN SENT TO THE AGENTS IN APRIL OF
15 2000, THAT WAS DURING THE PERIOD THAT PEOPLE WERE
16 MAKING THE DECISIONS. HE SAID THAT, YOU KNOW, I
17 KNOW A NUMBER OF YOU ARE CONCERNED ABOUT THE
18 POSSIBILITY OF COMMISSIONS BEING REDUCED, BUT I CAN
19 TELL YOU RIGHT NOW, THERE IS NO WORK GOING ON RIGHT
20 NOW THAT'S FOCUSED ON CHANGING EXCLUSIVE AGENCY P&C
21 COMMISSIONS.

22 WELL, A COUPLE YEARS LATER, IN
23 SEPTEMBER OF 2002, THEY ANNOUNCED, YES, FOLKS, WE
24 ARE GOING TO REDUCE YOUR COMMISSIONS. WE ARE GOING
25 TO CUT IN HALF THE COMMISSION YOU GET ON THE MOST

1 LUCRATIVE NEW POLICY. WE ARE GOING TO CUT IT IN
2 HALF. WE TOLD YOU WE COULD DO THAT.

3 BUT IN ANNOUNCING IT, WHAT THEY SAY IS
4 THAT THEY HAD ONLY BEGUN TO CONSIDER MAKING THAT
5 CHANGE SEVERAL MONTHS BEFORE THE ANNOUNCEMENT. THIS
6 IS SOMETHING NEW. THIS ISN'T SOMETHING WE WERE
7 PLANNING. WE DIDN'T MISLEAD YOU. YOU WERE RIGHT TO
8 BELIEVE, BACK WHEN YOU WERE MAKING YOUR DECISION,
9 THAT WE WERE NOT PLANNING TO REDUCE YOUR
10 COMMISSIONS, TO UNDERCUT THE DEAL THAT YOU THINK YOU
11 HAD.

12 WELL, THAT WAS NOT TRUE.

13 THIS IS A DOCUMENT, AN INTERNAL
14 DOCUMENT THAT WAS DATED AUGUST OF 1999 WHILE THEY
15 WERE PLANNING THE PROGRAM. IT SHOWS THAT NOT ONLY
16 WERE THEY PLANNING TO REDUCE THE COMMISSIONS FOR
17 INDEPENDENT CONTRACTORS, IT SHOWS THAT THEY HAD
18 DECIDED TO DO IT. IT SAYS: COMMISSIONS FOR AGENCY
19 GENERATED P&C INSURANCE SALES WILL BE 10 PERCENT NEW
20 BUSINESS AND 10 PERCENT RENEWALS.

21 YOU SEE THAT AT THE BOTTOM, IT SAYS
22 APPROVED.

23 ALL RIGHT. WELL, THAT'S DATED 1999.
24 THAT'S BACK BEFORE THEY ANNOUNCED THE PROGRAM, THEY
25 WERE JUST PLANNING FOR IT. AND AS WE JUST NOTED

1 THAT THE COMMISSION CHANGE WASN'T MADE EFFECTIVE
2 UNTIL FOUR YEARS LATER, BEGINNING OF 2003. AND SO
3 ALLSTATE TELLS YOU WELL, THERE IS NO CONNECTION
4 BETWEEN THE TWO. THEY ARE JUST UNRELATED.

5 WELL, TAKE A LOOK AT THE TITLE. IT
6 SAYS R3001 PROGRAM, 48 OR MORE CONTRACT MONTHS.
7 THAT MEANS 2003. THEY DECIDED BACK IN 1999 THAT
8 THEY WERE GOING TO REDUCE THE COMMISSIONS. BUT THEY
9 ALSO DECIDED THEY WERE GOING TO WAIT FOR 48 OR MORE
10 CONTRACT MONTHS, WHICH PUTS YOU RIGHT INTO 2003,
11 WHICH IS EXACTLY WHAT -- WHEN THEY DID IT. AND IT'S
12 IN THE EXACT AMOUNT THEY DID IT.

13 THE POINT IS THIS: THEY WEREN'T
14 STRAIGHT WITH AGENTS. THEY KNEW ALL ALONG THAT
15 AFTER THEY HOOKED THEM, GOT THEM TO AGREE TO BECOME
16 INDEPENDENT CONTRACTORS WHO WERE DEPENDENT SOLELY ON
17 COMMISSIONS, THEY DIDN'T TELL THEM THAT THEY WERE
18 GOING TO CUT THEM JUST A FEW YEARS LATER. AND THAT
19 RAISES SERIOUS QUESTIONS ABOUT WHETHER THEY SIGNED
20 THE RELEASE KNOWINGLY.

21 I HAVE ALREADY TALKED ABOUT THE FACT
22 THAT THEY TOLD FOLKS THAT YOU CANNOT, YOU MAY NOT
23 SELL PRODUCTS, EVEN NONINSURANCE PRODUCTS, TO YOUR
24 FORMER CUSTOMERS. THE CONTRACT PREVENTED THAT.
25 THAT WASN'T TRUE. THERE WAS AN INTERESTING EXCHANGE

1 DURING THE CROSS EXAMINATION OF MR. KEARNEY.
2 MR. KEARNEY SAID, MY UNDERSTANDING WAS THAT I
3 WOULDN'T BE ABLE TO SELL COKE TO MY FORMER CUSTOMERS
4 BECAUSE ALLSTATE TOLD ME THAT I'M NOT ALLOWED TO
5 SELL EVEN NONINSURANCE PRODUCTS TO CUSTOMERS. AND
6 MS. SMYLIE GOT UP AND CROSS-EXAMINED AND SAID, WELL,
7 THAT'S JUST NOT TRUE AND SHE TOOK HIM BACK TO THE
8 CONTRACT. SHE POINTED OUT THE CONFIDENTIALITY
9 CLAUSE AND NONCOMPETE CLAUSE AND GOT HIM TO ADMIT
10 THAT, YOU'RE RIGHT, IT DOESN'T SAY THAT. IT DOESN'T
11 SAY I CAN'T SELL NONINSURANCE PRODUCT. I GUESS I
12 WAS MISTAKEN.

13 MS. SMYLIE MADE EXACTLY OUR POINT. SHE
14 POINTED OUT, SHE SHOWED HIM, SHE GOT HIM TO AGREE
15 THAT THE STATEMENT HE THOUGHT HE HEARD WAS FALSE.
16 WELL, GUESS WHAT? THEN I SHOWED HIM THE STATEMENT
17 THAT HE HAD IN MIND. IT WAS Q AND A. Q AND A
18 NUMBER 8. IT SAID, YOU MAY NOT DO EXACTLY WHAT
19 MR. KEARNEY SAID HE COULDN'T DO, OR THOUGHT HE
20 COULDN'T DO, HE COULD NOT SELL NONINSURANCE PRODUCTS
21 TO HIS OWN CUSTOMERS. THAT STATEMENT HAD THE
22 DESIRED EFFECT. IT HAD THE EFFECT OF MAKING FOLKS
23 THINK, WELL, I CAN'T ACCEPT THE BASE SEVERANCE
24 OPTION, BECAUSE IF I DO THAT, NOT ONLY AM I OUT OF A
25 JOB, BUT I CAN'T EVEN SELL COKE TO MY OLD CUSTOMERS.

1 NOT JUST THAT I CAN'T SELL THEM INSURANCE PRODUCTS,
2 I CAN'T EVEN SELL COKE.

3 REAL BRIEFLY, YOU HEARD SOME TESTIMONY
4 ABOUT THE HIRING MORATORIUM. YOU HEARD THAT -- A
5 TAPE WAS PLAYED. YOU HEARD THAT MR. KEARNEY ASKED A
6 QUESTION DURING THE ANNOUNCEMENT MEETING. HE SAID,
7 IS IT POSSIBLE TO GET JOBS ELSEWHERE IN THE COMPANY?
8 I WANT MY BENEFITS, I DON'T WANT TO BE AN
9 INDEPENDENT CONTRACTOR, ARE OTHER JOBS GOING TO BE
10 AVAILABLE. THE ANSWER WAS YES. HE ONLY TESTIFIED
11 TO WHAT YOU COULD HEAR ON THE TAPE.

12 WELL, JUST MONTHS AFTER THE EFFECTIVE
13 DATE OF THE PROGRAM, IN SEPTEMBER, THEY ANNOUNCED A
14 HIRING MORATORIUM. AND THE HIRING MORATORIUM
15 SAID -- SAID THAT THE PURPOSE OF THE MORATORIUM, AND
16 THIS IS IN YOUR ESTABLISHED FACTS AT PARAGRAPH 80,
17 IT SAID THAT ALLSTATE WOULD NOT OFFER REEMPLOYMENT
18 TO FORMER EMPLOYEE AGENTS WHO LEFT ALLSTATE AS A
19 RESULT OF THE PROGRAM, AND STATED THAT SUCH FORMER
20 EMPLOYEE AGENTS WOULD BE ELIGIBLE FOR REEMPLOYMENT
21 WHEN THEY REACHED THE ONE-YEAR ANNIVERSARY OF THEIR
22 TERMINATION OR WERE NO LONGER RECEIVING ENHANCED
23 SEVERANCE PAYMENTS, WHICHEVER WAS LONGER.

24 LOOK AT PARAGRAPH 81. THE POLICY HAD
25 THE EFFECT OF PREVENTING ANY EMPLOYEE WHO LEFT

1 ALLSTATE AS A RESULT OF THE PROGRAM AND WHO WAS NOT
2 REHIRED THEREAFTER FROM SATISFYING THE CONTINUOUS
3 SERVICE REQUIREMENT THAT WOULD ENTITLE THEM TO EARLY
4 RETIREMENT.

5 THE POINT OF THE HIRING MORATORIUM WAS
6 TO SAY, WE'RE NOT GOING TO LET YOU BACK. BECAUSE IF
7 WE LET YOU BACK, THEN YOU CAN BRIDGE THE GAP ON
8 BENEFITS. AND WE DON'T WANT YOU TO DO THAT. BUT
9 THE EMPLOYEES WERE TOLD THAT THERE WERE JOBS
10 AVAILABLE.

11 NOW, ALLSTATE WILL TELL YOU, WELL, THIS
12 WASN'T ANNOUNCED UNTIL A FEW MONTHS AFTER THE
13 EFFECTIVE DATE OF THE PROGRAM, SO I GUESS MAYBE WE
14 DIDN'T EVEN THINK ABOUT IT. WE WEREN'T PLANNING TO
15 DO IT. THERE'S A PROBLEM WITH THAT BECAUSE A COUPLE
16 OF THE ALLSTATE MANAGERS WHO TALKED TO THE
17 PLAINTIFFS LEVELED WITH THEM. YOU HEARD TESTIMONY
18 FROM MR. PEARSON, I BELIEVE, AND MS. KELLY, WHO SAID
19 WHEN THEY ASKED THE QUESTION WILL JOBS BE AVAILABLE,
20 THE ANSWER WAS NO. THEY WERE TOLD THE TRUTH.
21 ALLSTATE WAS NOT BEING STRAIGHT WITH THE OTHERS.

22 LET ME SAY A FEW MORE WORDS ABOUT
23 CHOICE. THIS CASE IS ABOUT CHOICE, BUT IT'S
24 IMPORTANT THAT YOU UNDERSTAND THE CRITICAL
25 DISTINCTION BETWEEN LITERAL CHOICE AND MEANINGFUL

1 CHOICE. IN THE JURY INSTRUCTIONS YOU WILL RECEIVE,
2 THE QUESTION YOU WILL BE ASKED IS WHETHER THE
3 PLAINTIFFS HAD A MEANINGFUL CHOICE TO NOT SIGN THE
4 RELEASE. WHETHER TAKING THE BASE SEVERANCE OPTION
5 WAS A MEANINGFUL CHOICE. NOT LITERAL. THERE IS A
6 DIFFERENCE.

7 THEY DID CHOOSE TO SIGN THE RELEASE IN
8 THE LITERAL SENSE. NOBODY IS SAYING THAT ALLSTATE
9 PHYSICALLY GRABBED THEIR HANDS AND MADE THEM SIGN.
10 IN THE LITERAL SENSE, THEY DID CHOOSE. THE QUESTION
11 IS WHETHER IT WAS MEANINGFUL. THE DISTINCTION
12 BETWEEN LITERAL CHOICE AND MEANINGFUL CHOICE IS AN
13 IMPORTANT ONE. IT'S ONE WE ENCOUNTER EVERY DAY. I
14 WILL GIVE YOU MAYBE A SILLY EXAMPLE.

15 IF I'M STANDING AT A STREET CORNER
16 WAITING FOR THE LIGHT TO TURN, I'M IN A HURRY, THE
17 LIGHT HASN'T TURNED BUT THERE ARE CARS AND TRUCKS
18 GOING BY ME AT HIGH SPEED. I HAVE A CHOICE. IN THE
19 LITERAL SENSE I CAN PLOW AHEAD AND GET RUN OVER BY A
20 BUS. OR I CAN WAIT FOR THE LIGHT TO CHANGE AND
21 CROSS WITH THE LIGHT, MAKE IT TO THE OTHER SIDE.
22 THAT'S A LITERAL CHOICE. BUT IT'S NOT A MEANINGFUL
23 CHOICE. NOBODY, IN A MEANINGFUL SENSE, HAS THE
24 OPTION OF STANDING IN FRONT OF A BUS.

25 I WILL GIVE YOU ANOTHER EXAMPLE THAT

1 MIGHT BE A LITTLE MORE RELEVANT TO YOU, AND THAT IS
2 THE FACT THAT YOU ARE HERE. YOU ALL RECEIVED A
3 SUMMONS THAT SAID YOU'VE GOT TO COME DOWN TO FEDERAL
4 COURT TO SERVE ON A JURY. NOW, IN A LITERAL SENSE
5 YOU HAD A CHOICE. YOU COULD HAVE JUST THROWN THAT
6 IN THE TRASH. YOU COULD, BUT YOU DIDN'T. YOU ALL
7 CAME IN. NOW, MAYBE YOU CAME IN BECAUSE YOU WANTED
8 TO BE HERE. I HOPE THAT IS TRUE OF AT LEAST SOME OF
9 YOU. I DOUBT THAT'S TRUE OF AT LEAST SOME OF YOU.
10 BUT YOU DID HAVE A LITERAL CHOICE. YOU MADE THE
11 CHOICE TO COME IN.

12 BUT DID YOU HAVE A MEANINGFUL CHOICE?
13 I DON'T KNOW. MOST PEOPLE WOULD SAY I DIDN'T HAVE A
14 MEANINGFUL CHOICE BECAUSE I HAVE A DUTY AS A CITIZEN
15 AND UNDER THE LAW TO COMPLY WITH THAT KIND OF A
16 SUMMONS, AND THAT'S WHY I'M HERE. I DIDN'T HAVE A
17 MEANINGFUL CHOICE. I DON'T MEAN TO DENIGRATE YOUR
18 SERVICE, I DON'T MEAN TO SUGGEST THAT YOU WERE ALL
19 FORCED TO COME IN. I SIMPLY MEAN TO SUGGEST THAT
20 YOU NEED TO FOCUS ON THE NATURE OF CHOICE. IF YOU
21 WENT TO YOUR BOSS AND SAID I'VE GOT TO BE AT JURY
22 DUTY, AND HE SAID TO YOU, WAIT A MINUTE, I'M NOT
23 PAYING YOU FOR THAT, YOU ARE DOING IT AS A
24 VOLUNTEER. YOU WOULD SAY, WELL, NO, I'M NOT DOING
25 IT AS A VOLUNTEER, I WAS SUMMONED, I HAVE TO BE

1 THERE. OKAY, WELL, YOU DON'T LITERALLY, IN THE
2 MEANINGFUL SENSE, NOT SHOWING UP FOR JURY DUTY IS
3 NOT A MEANINGFUL CHOICE.

4 APPLY THAT DEFINITION OF CHOICE IN THIS
5 CASE. IN FACT, YOU ARE REQUIRED TO DO THAT. YOU
6 ARE REQUIRED AS THE LAW DESCRIBED IN THE JURY
7 INSTRUCTIONS SUGGESTS. YOU ARE REQUIRED TO LOOK AT
8 THE TOTALITY OF CIRCUMSTANCES AND TO ASK YOURSELVES
9 WHETHER THE PLAINTIFFS HAD A MEANINGFUL CHOICE TO
10 NOT SIGN THE RELEASE. THAT HAS NOTHING TO DO WITH
11 THE GREAT THINGS THEY GOT ACCORDING TO ALLSTATE. IT
12 HAS TO DO WITH WHETHER OR NOT SIGNING THE RELEASE
13 WAS AN OPTION.

14 AND EVERY ONE OF THEM DESCRIBED FOR YOU
15 A FORK IN THE ROAD THAT THEY WERE FACING. AND EVERY
16 ONE OF THEM WAS ABLE TO -- BELIEVED, I THOUGHT
17 PRETTY CLEARLY, THAT THE BASE SEVERANCE OPTION WAS
18 NOT AN OPTION. LOSING MY CAREER WAS NOT A
19 MEANINGFUL OPTION. NOT BEING ABLE TO PAY MY BILLS
20 WAS NOT A MEANINGFUL OPTION. CALLING MY SON UP AND
21 TELLING HIM HE CAN'T GO TO COLLEGE ANYMORE WAS NOT A
22 MEANINGFUL OPTION. WALKING AWAY FROM MY INVESTMENT
23 WAS NOT A MEANINGFUL OPTION. I HAD TO SIGN THE
24 RELEASE IN ORDER TO GET THE THING THAT THEY HAD
25 TAKEN FROM ME.

1 AND THE BEST EXAMPLE OF THAT IS ONE OF
2 THE PLAINTIFFS THAT MR. GODFREY LIKES TO TALK ABOUT
3 THE MOST.

4 WOULD YOU PULL UP THE SLIDE ON
5 MR. LAWSON.

6 NOW, I DON'T THINK MR. GODFREY IS
7 TRYING TO PICK ON MR. LAWSON, BUT I THINK MR. LAWSON
8 IS SOMEONE HE FOCUSES ON BECAUSE HE LIKES TO TALK
9 ABOUT -- HE LIKES TO TALK ABOUT BIG NUMBERS LIKE A
10 MILLION DOLLARS. NOW, AS YOU HEARD, MR. LAWSON
11 INVESTED OVER A MILLION DOLLARS OF HIS MONEY IN HIS
12 AGENCY BEFORE THE PROGRAM WAS ANNOUNCED. A MILLION
13 DOLLARS. THAT'S REAL MONEY. AND WHAT MR. GODFREY
14 TALKS ABOUT IS WHAT HE GOT BY SIGNING THE RELEASE.
15 HE TALKS ABOUT THE MONKEY. HE TALKS ABOUT HOW, BY
16 SIGNING THE RELEASE, HE WAS ABLE TO RECOVER SOME OF
17 HIS INVESTMENT WHEN HE ULTIMATELY SOLD HIS BOOK. IT
18 WASN'T THE NUMBER THAT MR. GODFREY SUGGESTED,
19 BECAUSE HE CONTINUED TO INVEST AFTER THE CONVERSION,
20 VERY MISLEADING, BUT LET'S ASSUME HIS NUMBERS ARE
21 RIGHT. THE ISSUE IS NOT WHAT MR. LAWSON GOT BY
22 SIGNING THE RELEASE. THE ISSUE IS NOT THE FACT THAT
23 HE GOT SOME OF HIS INVESTMENT BACK BY SIGNING THE
24 RELEASE. BECAUSE, OF COURSE, THAT'S WHY HE SIGNED
25 THE RELEASE.

1 THE ISSUE IS WHETHER IT WAS REASONABLE
2 FOR MR. LAWSON TO BE EXPECTED TO NOT SIGN THE
3 RELEASE. THIS IS THE COMPARISON THAT MR. LAWSON WAS
4 FORCED TO MAKE BECAUSE OF THE PROGRAM. IF HE HAD
5 SAID I'M NOT GOING TO SIGN THE BASE SEVERANCE
6 OPTION -- EXCUSE ME, I'M NOT GOING TO SIGN THE
7 RELEASE, HE WOULD HAVE BEEN STUCK WITH THE BASE
8 SEVERANCE OPTION. THAT WOULD HAVE GOTTEN HIM A
9 GRAND TOTAL OF \$86,000 PAID OVER SIX MONTHS. HE
10 WOULD HAVE INVESTED A MILLION DOLLARS OF HIS OWN
11 MONEY AND A BIG CHUNK OF HIS LIFE IN BUILDING THAT
12 BOOK, AND ALLSTATE TOOK IT AWAY FROM HIM. AND THEY
13 SAID, MR. LAWSON, IF YOU DON'T SIGN THIS RELEASE,
14 YOU ARE GETTING NOTHING, YOU'RE NOT GETTING YOUR
15 BOOK, FORGET YOUR JOB, START OVER AND WE WILL SUE
16 YOU IF YOU TRY TO COMPETE WITH ALLSTATE. BUT WE
17 WILL GIVE YOU \$86,000 ON HIS MILLION DOLLAR
18 INVESTMENT.

19 IF MR. LAWSON HAD NOT SIGNED THE
20 RELEASE, THE RETURN ON HIS INVESTMENT WOULD BE MINUS
21 \$913,000. THAT'S JUST ONE THING AND IT MEANS NOT TO
22 FALL FOR THE TRICK, NOT TO LOOK AT THE MONKEY. THE
23 COMPARISON IS NOT WHAT THEY HAD BEFORE THE PROGRAM
24 AND WHAT THEY GOT BY SIGNING THE RELEASE TO SALVAGE
25 WHAT THEY GOT. THE COMPARISON IS BETWEEN WHAT THEY

1 WOULD HAVE GOTTEN IF THEY HAD BEEN ABLE TO STAND UP
2 TO ALLSTATE AND NOT SIGN THE RELEASE.

3 AND FOR EVERY ONE OF THEM, NOT SIGNING
4 THE RELEASE WOULD HAVE BEEN DEVASTATING AND
5 UNACCEPTABLE. AND THAT'S WHY THEY WERE FORCED TO
6 SIGN IT AND THAT'S WHY THEY ARE HERE.

7 THANKS FOR YOUR TIME.

8 THE COURT: ALL RIGHT. MEMBERS OF THE
9 JURY, WE ARE GOING TO BREAK FOR OUR LUNCH NOW. 45
10 MINUTES IS ENOUGH FOR YOU, RIGHT? WE WILL COME BACK
11 AT A QUARTER OF 2:00. WHAT TIME IS IT? YEAH, A
12 QUARTER OF 2:00.

13 (JURY OUT.)

14 (LUNCHEON BREAK.)

15 (JURY IN.)

16 THE CLERK: COURT IS NOW IN SESSION.

17 THE COURT: PLEASE REMAIN SEATED.

18 MR. GODFREY, YOU MAY PROCEED WITH YOUR
19 REBUTTAL.

20 MR. GODFREY: IT'S GOTTEN HOT IN HERE,
21 HASN'T IT? I HOPE YOU HAD A NICE LUNCH, BUT I THINK
22 WE ALL HAVE THE SAME AMBIENT AIR TEMPERATURE
23 FEELINGS.

24 IT HAS BEEN A LONG TIME SINCE I'VE
25 HEARD ABOUT THE GAME OF MONKEY. I HAVE A DAUGHTER,

1 TOO, SHE IS NOW 26, ALMOST 27. I DON'T RECALL
2 PLAYING THAT GAME, BUT I UNDERSTAND THE CONCEPT.

3 WE JUST SAW THE GAME PLAYED WELL, VERY
4 WELL, BY MR. QUINN. THE SECOND INSTRUCTION TELLS
5 YOU TO LOOK AT THE EVIDENCE FOR EACH INDIVIDUAL
6 PLAINTIFF. SO DID YOU HEAR MR. QUINN DO ANY KIND OF
7 DEEP DIVE OR TALK ABOUT THE EVIDENCE OF MR. MURRAY,
8 MR. BOYD, MS. REINERIO, OR MR. PERKINS? NO. A
9 PASSING REFERENCE TO MR. PETERSON AND MISS CREWS
10 KELLY. NO DISCUSSION OF THE FACTS.

11 CAN YOU PUT UP THE BROUSSARD SLIDE,
12 PLEASE.

13 I CREATED THIS SLIDE FOR A REASON.
14 EVEN THOUGH THESE ARE LIKE INDIVIDUAL TRIALS WITH
15 INDIVIDUAL FACTS, THIS IS THE ORDER OF SEQUENCE IN
16 WHICH EACH PLAINTIFF TESTIFIED. THAT'S THE LENGTH
17 OF THE DIRECT TESTIMONY OF EACH PLAINTIFF WHEN THEY
18 WERE ON DIRECT WITH THEIR OWN LAWYER. 88 PAGES FOR
19 MR. CREASE, MR. HARPER, 113, CREWS KELLY 34, 19, 27,
20 24, BECAUSE THEY WANT YOU TO THINK THAT THE FACTS
21 ARE THE SAME FOR EACH ONE. THEY DON'T WANT YOU TO
22 HEAR THE FACTS FOR EACH ONE.

23 THAT'S WHY I SPENT THE TIME, THAT'S WHY
24 I WENT THROUGH EACH OF THE FACTS FOR EACH PLAINTIFF,
25 SO YOU COULD EVALUATE THE FACTS FOR EACH PLAINTIFF

1 AND THE MEANINGFUL CHOICES THAT THEY MADE.

2 THE FIVE BASIC FACTS. TIME, PRETTY
3 UNDISPUTED. CHOICES WE ARE GOING TO GET TO.
4 PAYMENT, WE APPARENTLY HAVE AGREEMENT. THE THREE
5 OPTIONS ARE GOOD THINGS, WE WERE TOLD IN THE CLOSING
6 BY THE PLAINTIFFS. THEY ARE VERY GOOD THINGS. AND
7 THEY WERE SUPERIOR ECONOMICALLY TO THE CHOICE OF
8 FINDING A NEW JOB OR UNEMPLOYMENT WITH SEVERANCE
9 THAT WAS ADOPTED ESPECIALLY FOR THESE AGENTS. IT
10 DOESN'T MEAN IT WASN'T A MEANINGFUL CHOICE, IT MEANS
11 THAT THEY WERE OFFERED MORE.

12 LET'S SAY ALLSTATE HAD DONE IT
13 DIFFERENTLY. YOU'RE ALL TERMINATED. BUT IF YOU
14 SIGN A RELEASE, WE WILL GIVE YOU \$351,000, ROUGHLY
15 WHAT EACH ONE GOT ON AVERAGE. ANY DOUBT THAT EACH
16 OF THESE PLAINTIFFS WOULD HAVE SIGNED THE RELEASE TO
17 TAKE THE 351,000? THAT WAS A MEANINGFUL CHOICE TO
18 THEM.

19 MR. CREASE SAID IT BEST. IF THE
20 RELEASE HAD NOT BEEN PART OF THE PROGRAM, HE WOULD
21 HAVE STILL SELECTED OPTION 1. MR. PETERSON
22 CONFIRMED THAT. HE DIDN'T EVEN THINK ABOUT SUING.

23 BY THE WAY, YOU ARE HERE, ALL OF YOU,
24 GOOD CITIZENS. TEN PLAINTIFFS, ONE IS HERE,
25 MR. CREASE. THIS MEANS SO MUCH TO THEM EIGHT OF THE

1 OTHERS CHOSE NOT TO ATTEND THE CLOSING ARGUMENT.

2 MR. PERKINS HAS A LEGITIMATE EXCUSE, I
3 DO NOT CRITICIZE HIM. THINK ABOUT IT. WE ARE HERE
4 BECAUSE ALLSTATE GOT A PIECE OF PAPER WITH A
5 PROMISE, A MEN'S AND WOMEN'S WORDS THAT ARE SUPPOSED
6 TO MEAN SOMETHING. ALLSTATE KEPT ITS PART OF THE
7 BARGAIN. THE PLAINTIFFS CHOSE NOT TO KEEP THEIR
8 PART OF THE BARGAIN.

9 AND AT THE END, WHILE YOU'VE BEEN HERE
10 EVERY DAY, AND I'VE BEEN HERE EVERY DAY, AND THE
11 STAFF HAS BEEN HERE EVERY DAY, THAT SPEAKS VOLUMES.
12 ACTIONS, FRIENDS, SPEAK LOUDER THAN WORDS. THEY
13 CHOSE NOT TO BE HERE BECAUSE THIS WAS SO IMPORTANT
14 TO THEM? THAT'S UP FOR YOU TO DECIDE.

15 SO, LET'S TALK ABOUT SOME OF THE THINGS
16 THAT WAS SAID OR NOT SAID. AND I'M GOING TO DO A
17 SUMMARY QUICKLY OF THE DEEP DIVE, BECAUSE I THINK
18 IT'S IMPORTANT TO KEEP THE FACTS IN MIND. LET'S
19 START WITH MR. MURRAY, WHO WE DIDN'T HEAR ABOUT.

20 JUST TURN TO PAGE 324, PLEASE.

21 HE WENT TO A LAWYER, GOT LEGAL ADVICE.
22 NOW, WE HEARD FROM MR. QUINN THAT NO LAWYER SAID YOU
23 CAN GET AN INJUNCTION, THERE WAS NO TESTIMONY ON
24 THAT. AU CONTRAIRE. ON ONE OF THE VERY FIRST DAYS
25 OF TRIAL, JUNE 4, TRANSCRIPT PAGE 12, TRANSCRIPT

1 PAGE 13. I CROSS-EXAMINED MR. HARPER ABOUT LANCE
2 RAFAEL. AND I SHOWED HIM THE DOCUMENT. AND I READ
3 TO HIM SAYING, MR. RAFAEL SAID ONE OF THE THINGS
4 THAT HE TOLD YOU WAS HE COULD FILE INJUNCTIVE
5 RELIEF, AN ACTION FOR INJUNCTIVE RELIEF TO STALL THE
6 WAIVER, TO FORESTALL THE WAIVER OF ANY RIGHTS UNDER
7 THE WAIVER OF AN OPTION SELECTION PROCESS, I.E., WE
8 WILL ATTEMPT TO HAVE THE JUDGE RULE THAT THE AGENT
9 WILL BE ABLE TO CHOOSE, ACTUALLY HE WROTE CHOSE,
10 CHOOSE ANY OF THE ALLSTATE OPTIONS WITHOUT GIVING UP
11 THEIR RIGHTS, AND I WENT ON. SO THAT'S WHAT RAPHAEL
12 TOLD YOU.

13 ANSWER, MR. HARPER: THAT'S WHAT HE
14 SAID RIGHT HERE.

15 BUT IF THE LAWYERS TOLD THEM THAT THE
16 RELEASE SHOULD BE SIGNED, THAT REFLECTS LEGAL ADVICE
17 ONE WAY OR THE OTHER, BUT IT ALSO REFLECTS A
18 JUDGMENT. THEY HAD A CHOICE. WHAT WAS THE VALUE OF
19 THE RELEASE? THEY TOLD YOU IT WOULD TAKE YEARS.
20 THEY DIDN'T SEE THE RELEASE AS A MATERIAL ISSUE
21 HERE. WHAT THEY SAW AS A MATERIAL ISSUE AND A
22 MEANINGFUL CHOICE WAS ALL THE MONEY THAT ALLSTATE
23 WAS OFFERING THEM THAT IT DID NOT HAVE TO OFFER
24 THEM, BUT IT CHOSE TO DO SO AS PART OF THE BENEFIT
25 OF THE BARGAIN THAT IT OFFERED.

1 GO TO VOLUNTARY FOR MR. MURRAY. MADE A
2 CONSCIOUS INTELLIGENT CHOICE. CHOSE OPTION 1,
3 TURNED DOWN OPTION 3, DID NOT SUE TO AVOID SIGNING
4 THE RELEASE. HE WANTED THE NEW JOB OPPORTUNITY.

5 LET'S GO TO MR. BOYD. MR. BOYD WAS THE
6 PERSON, YOU RECALL MR. BOYD, MASTER'S DEGREE,
7 SOPHISTICATED, READ AND UNDERSTOOD THE RELEASE, KNEW
8 WHAT HE WAS GIVING UP, BUT HE DIDN'T WANT TO COMPETE
9 WITH A YOUNG MAN HE BROUGHT INTO THE AGENCY, GLENN
10 BANDY. SO HE TOOK ENHANCED SEVERANCE. THAT WAS HIS
11 CHOICE. HE HAD A RIGHT TO MAKE THAT CHOICE.

12 BUT WHAT HE DIDN'T HAVE THE RIGHT TO
13 DO, NONE OF THEM, WAS MAKE THE CHOICE, SIGN THE
14 AGREEMENT, SIGN THE FORM, AND PUT THEIR FINGERS
15 CROSSED BEHIND THEIR BACK AND THEN SUE ALMOST TWO
16 YEARS LATER. THAT'S WHAT THEY DIDN'T HAVE THE RIGHT
17 TO DO. OH, THEY CAN SUE, BUT WE ARE ENTITLED ON
18 ALLSTATE'S BEHALF TO SAY, WE HAVE AN AFFIRMATIVE
19 DEFENSE. BECAUSE YOU PROMISED THAT YOU WERE GIVING
20 UP ALL CLAIMS.

21 MS. REINERIO. SHE IS SUCH A POIGNANT
22 CASE. SHE DESCRIBED TO YOU IN SOME DETAIL, YOU
23 COULD SEE IT WAS HEARTFELT, UNEMPLOYED BY THE SOO
24 LINE FOR TWO YEARS, COULDN'T GET A JOB. SHE COMES
25 AND GETS A JOB WITH ALLSTATE. INHERITS OR TAKES

1 OVER ANOTHER AGENT'S BOOK OF BUSINESS. REFUTING THE
2 FACT THAT IT'S THEIR TREES, THEIR FRUIT, THEIR
3 ORCHARD. SHE SIGNS THE RELEASE BECAUSE SHE
4 INITIALLY FOCUSES UPON SELLING THE BOOK OF BUSINESS,
5 CAN'T SELL IT, SO SHE TAKES THE ENHANCED SEVERANCE,
6 BECAUSE IT GAVE HER AN OPPORTUNITY TO RETOOL. THAT
7 WAS A MEANINGFUL ECONOMIC CHOICE. TO SAY THAT IT
8 WASN'T A CHOICE SAYS, IF I OFFER YOU ZERO OR I OFFER
9 YOU 100 MILLION, YOU SAY, OF COURSE I'M GOING TO
10 TAKE THE 100 MILLION. IN THIS CASE, ALLSTATE DIDN'T
11 OFFER THAT. ALLSTATE SAID, SEVEN WEEKS OF SEVERANCE
12 ON TOP OF NEARLY SEVEN MONTHS.

13 IT IS NOT AN OUTRAGE TO SUGGEST THAT
14 THE SEVEN MONTHS SHOULD BE CONSIDERED. ALLSTATE
15 COULD HAVE TERMINATED, WE'LL GET TO THIS,
16 IMMEDIATELY. AND TRUE, THEY WORKED DURING THAT
17 SEVEN MONTHS, BUT THEY DIDN'T HAVE TO DO IT THAT
18 WAY. THE FACT OF THE MATTER IS, THESE PLAINTIFFS
19 HAD TEN MONTHS OFFERED TO THEM OF INCOME AND
20 BENEFITS, BASICALLY. SEVEN MONTHS OF INCOME AND
21 BENEFITS AND 13 WEEKS OF SEVERANCE IF THEY DON'T
22 WANT TO SIGN A RELEASE, BUT THEY MADE THE ECONOMIC
23 CHOICE THAT THE RELEASE WASN'T THAT VALUABLE TO THEM
24 AS COMPARED TO THE ECONOMIC OPPORTUNITIES THAT WERE
25 BEING OFFERED BY ALLSTATE.

1 OPTION NUMBER 4 WAS DEVASTATING. NO
2 ONE WOULD TAKE IT. WELL, THE EVIDENCE HERE IS QUITE
3 TO THE CONTRARY. THE EVIDENCE HERE IS THAT THE
4 OFFERS WERE VERY GOOD OFFERS. RATIONAL ECONOMIC
5 ACTORS WOULD TAKE THE OFFERS. BUT IF THEY REALLY
6 FELT THAT IT WAS A DEVASTATING CHOICE, THEY COULD
7 HAVE SUED, THEY COULD HAVE REFUSED, THEY COULD HAVE
8 TRIED TO GET ANOTHER JOB, THEY COULD HAVE DONE LIKE
9 MR. PERKINS, WENT AND FORMED HIS OWN AGENCY.

10 THE ONE POINT I WANT TO MAKE CLEAR.
11 WHAT WE SAY IN THIS CLOSING, BOTH MR. QUINN AND I,
12 IS NOT THE EVIDENCE. WE REFER YOU TO THE EVIDENCE.
13 WE ARE MAKING ARGUMENTS BASED UPON THE EVIDENCE. IN
14 THIS CASE, IF YOU DIDN'T HEAR IT IN THE EVIDENCE,
15 THEN YOU DON'T -- IT'S NOT BEFORE YOU.

16 SO, FOR EXAMPLE, WE DIDN'T PUT IN, FOR
17 THE MOST PART, NEITHER SIDE, BECAUSE THERE'S AN
18 ORDER OF COURT, WE DIDN'T PUT IN ECONOMIC
19 PERFORMANCE, WHAT HAPPENED TO THESE PEOPLE AFTER A
20 CERTAIN POINT IN TIME, UNLESS IT CAME WITH THE BOOK
21 OF BUSINESS SALE, SO WE DIDN'T PUT IN ANY EVIDENCE
22 ABOUT MR. PERKINS OR MS. CREWS KELLY. YOU SHOULD
23 ASSUME NOTHING ABOUT THAT ONE WAY OR THE OTHER.
24 THAT'S NOT FOR YOU. THAT'S THE RULES OF THE GAME
25 AND WE ARE GOING TO COMPLY WITH THOSE RULES.

1 BUT BASED UPON THE EVIDENCE, YOU MAKE
2 YOUR DECISION. BUT THE POINT ON MR. PERKINS WAS, HE
3 MADE A CHOICE. HE WANTED OUT, HE GOT OUT. HE TOOK
4 THE MONEY, HE GOT WHAT HE NEEDED TO LIVE ON, HE
5 OPENED UP A NEW INSURANCE AGENCY. AND THAT WAS
6 BROUGHT OUT ON DIRECT.

7 SO WHEN WE TALK ABOUT THE MONKEY, ABOUT
8 WHAT WE DON'T TALK ABOUT, LET'S TALK ABOUT
9 MR. PERKINS. MR. PERKINS, WAS IT KNOWING? WAS IT
10 KNOWING? I ASKED HIM, DID HE KNOW WHAT HE WAS
11 GIVING UP. HE SAID YES. UNEQUIVOCAL. PLAINTIFFS
12 DON'T WANT TO TALK ABOUT THAT TESTIMONY FROM
13 MR. PERKINS. I UNDERSTAND WHY.

14 WAS IT VOLUNTARY? I ASKED HIM, DID YOU
15 MAKE THE THREE ELECTIONS, YOU CHOSE WHICH ONE OF THE
16 THREE THAT YOU WANTED. I DID.

17 OKAY. WHY? BECAUSE HE WANTED TO
18 LIQUIDATE THE BOOK OF BUSINESS VALUE AND START A NEW
19 INSURANCE AGENCY.

20 SO WE THEN GO TO MR. PETERSON. WAS IT
21 KNOWING? HE KNEW WHAT HE WAS GIVING UP. HE
22 EVALUATED EACH OF THE OPTIONS. MR. PETERSON,
23 FRIENDS, SIGNED THE RELEASE THREE MONTHS EARLY. HE
24 GAVE UP THREE MONTHS' BENEFITS TO TAKE THIS CHOICE.
25 THAT WAS HIS CHOICE. IT WAS MEANINGFUL. AND HE

1 LIKED BEING AN ALLSTATE INSURANCE AGENT, HE SAID.
2 WAS IT VOLUNTARY? YES. THAT'S WHAT HE TESTIFIED
3 TO. ON CROSS EXAMINATION, HE AGREED WITH ME THAT AT
4 THE TIME HE INTENDED TO BE BOUND BY THE RELEASE AND
5 BY THE ELECTION HE CHOSE. THAT'S WHAT HE TOLD YOU
6 ON THE WITNESS STAND UNDER OATH, CROSS EXAMINATION.

7 WHAT'S THE FACT THAT'S IN DISPUTE? HE
8 DIDN'T HAVE TO DO THIS. HE CHOSE TO DO THIS BECAUSE
9 IT WAS A MEANINGFUL CHOICE.

10 MS. CREWS KELLY. SHE WAS A CHARMING
11 WOMAN, COULD SELL, CLEARLY COULD SELL. BUT THE
12 TRUTH CAME OUT IN TWO WAYS THAT WERE UNEXPECTED.
13 ONE, SHE SAID SHE WAS FORCED TO BECOME A NOA AGENT.
14 SHE HAD NO CHOICE. RATHER CONTRARY TO THE STORY
15 THAT THE PLAINTIFFS HAVE BEEN TELLING YOU. AND TWO,
16 SHE SIGNED THE SALE OF THE BOOK OF THE BUSINESS
17 EARLY, BEFORE SHE SIGNED THE RELEASE. AND SHE WENT
18 INTO BUSINESS WITH A SON, REGGIE MASON, HER CLOSE
19 WEALTHY FRIEND'S SON, AND SOLD IT TO HIM FOR LESS
20 MONEY THAN IT WAS WORTH.

21 THAT WAS A RATIONAL ECONOMIC CHOICE AND
22 I RESPECT HER RIGHT TO DO THAT. I RESPECT HER RIGHT
23 TO SUPPORT THE SON OF A WEALTHY FAMILY FRIEND. BUT
24 THAT WAS A CHOICE SHE MADE. I DON'T KNOW WHAT SHE
25 COULD HAVE SOLD IT FOR. SHE SUGGESTED THREE TIMES

1 AS MUCH, WHO KNOWS. THE POINT BEING, IT WAS
2 VALUABLE AND SHE MADE THAT CHOICE. ALLSTATE DID NOT
3 FORCE HER TO MAKE THAT CHOICE.

4 THEN YOU GET TO MR. KEARNEY. WAS IT
5 KNOWING? HE SAID IT WAS KNOWING. HE UNDERSTOOD
6 THAT HE WAS GIVING UP HIS RIGHTS. WAS IT VOLUNTARY?
7 YES. HE WANTED TO CONTINUE AS AN AGENT.

8 YOU SEE THE FALSE SYLLOGISM HERE IS AND
9 THE PREDICATE UPON PLAINTIFFS' CASE IS THAT THEY HAD
10 TO DO THIS BECAUSE THEY HAD TO KEEP THEIR JOB. NO.
11 THEIR JOB WAS GONE. IT WAS TERMINATED. NO ONE HAD
12 THIS JOB. ALL WERE TERMINATED. AND ALLSTATE MADE
13 AN OFFER TO THEM. DIDN'T FORCE THEM TO TAKE ANY
14 OFFER. AND IF THE RELEASE WAS SO VALUABLE, IF THEY
15 HAD FOUND A LAWYER WHO'D TELL THEM IT WAS THAT
16 VALUABLE, THEN THEY WOULD HAVE GONE THAT WAY. BUT
17 THE RELEASE WASN'T VALUABLE TO THESE PEOPLE. THEY
18 WOULD RATHER HAVE THE ECONOMICS. THEY WOULD RATHER
19 HAVE THE \$3.1 MILLION OF ECONOMICS THAN NOT SIGNING
20 THE PIECE OF PAPER. THAT WAS THEIR CHOICE. IT WAS
21 A MEANINGFUL CHOICE AND THEY TOOK IT.

22 MR. CREASE, HE IS STILL HERE. HE IS IN
23 THE COURTROOM. SO WAS IT KNOWING? HE UNDERSTOOD
24 THE RELEASE BEFORE HE SIGNED IT. HE KNEW WHAT HE
25 WAS GIVING UP. HE AGREED TO IT. WAS IT VOLUNTARY?

1 HE MADE A CONSCIOUS CHOICE. HE MADE AN INTENTIONAL
2 CHOICE. THAT WAS HIS RIGHT TO DO. IT WAS NOT HIS
3 RIGHT TO PUT HIS NAME ON A PIECE OF PAPER AND MAKE A
4 PROMISE TO ALLSTATE, TAKE ALLSTATE'S MONEY AND
5 ECONOMIC CONSIDERATION AND THEN PUT HIS FINGERS
6 BEHIND HIS BACK AND SAY, IT DOESN'T COUNT. I WANT
7 YOU, THE JURY, TO RENEGE FOR ME.

8 FINALLY, MR. LAWSON. MR. LAWSON OR MR.
9 HARPER. MR. LAWSON. NOW YOU JUST SAW A SLIDE THAT
10 SAID MR. LAWSON HAD NO CHOICE BECAUSE HE WAS GOING
11 TO LOSE ALL THAT VALUE. REMEMBER THE SLIDE
12 MR. QUINN JUST PUT UP, IT SHOWED YOU THE NEGATIVE
13 RETURN, 900,000? WELL, THAT SKIPS THE HUNDREDS OF
14 THOUSANDS THAT MR. LAWSON WAS PAID EACH YEAR ON THIS
15 SO-CALLED INVESTMENT WHICH WERE SIMPLY EXPENSES.
16 WHEN YOU GO TO THE JURY ROOM, DEFENDANT'S TRIAL
17 EXHIBIT 348 TO DEFENDANT'S TRIAL EXHIBIT 357, 348 TO
18 357 ARE THE INCOMES THAT THESE MEN AND WOMEN WERE
19 PAID BY ALLSTATE THAT SHOWED THAT THEY WERE MAKING A
20 LOT OF MONEY ON THESE SO-CALLED INVESTMENTS BEFORE
21 THEY WERE GIVEN THE BOOK OF BUSINESS TO SELL. THE
22 SLIDE WAS, SHALL WE SAY, ONLY PART OF THE STORY. IT
23 WAS NOT EVEN REMOTELY CLOSE TO THE ENTIRE STORY.
24 MR. LAWSON, HE DID NOT LIKE ALLSTATE AFTER THEY MADE
25 THIS DECISION. HE WANTED OUT. HE WANTED TO

1 LIQUIDATE AND GET HIS RETIREMENT. THAT WAS HIS
2 CHOICE AND THAT IS WHAT HE DID.

3 FINALLY, MR. HARPER,
4 WAS IT VOLUNTARY? WAS IT KNOWING? HE UNDERSTOOD.
5 HE WAS DEALING WITH LAWYERS. HE FOUNDED RUNNING
6 CLOCK. HE UNDERSTOOD PRECISELY WHAT THE ISSUES
7 WERE, AND IN THE END HE MADE A MEANINGFUL ECONOMIC
8 CHOICE.

9 REMEMBER, ONE OF THE INSTRUCTIONS IS
10 GOING TO TELL YOU, FINANCIAL PRESSURE ALONE, THAT IS
11 NOT ALONE SUFFICIENT. THE FACT THAT THEY FELT
12 FINANCIAL PRESSURE, THAT IS SOMETHING YOU CAN TAKE
13 INTO ACCOUNT. BUT THAT IS NOT END GAME, BECAUSE
14 WHY? THE INSTRUCTION IS GOING TO TELL YOU THERE IS
15 ALWAYS SOME FINANCIAL PRESSURE IN AN EMPLOYMENT
16 TERMINATION SITUATION. THAT FINANCIAL PRESSURE
17 STANDING ALONE IS INSUFFICIENT TO PROVE
18 INVOLUNTARINESS.

19 NOW I SUBMIT TO YOU THAT THEY DID NOT
20 PROVE FINANCIAL PRESSURE. THEY ALL SAID IT OR
21 SEVERAL OF THEM SAID IT. THEY DID NOT COME IN HERE
22 AND SAY HERE IS MY SAVINGS ACCOUNT, HERE IS WHAT I
23 HAD, HERE'S WHAT I DIDN'T HAVE. TAKE MR. LAWSON,
24 THE MAN WITH THE PROPERTY, THE MAN WHO MADE A COUPLE
25 HUNDRED THOUSAND DOLLARS A YEAR. CLEARLY, THOUGH,

1 WHEN SOMEONE IS ABOUT TO BECOME UNEMPLOYED, THERE IS
2 FINANCIAL PRESSURE. IN OUR SOCIETY WHAT IS UNUSUAL
3 IS THAT WHEN SOMEONE IS ABOUT TO BECOME UNEMPLOYED,
4 SOMEONE WHO IS THEIR FORMER EMPLOYER OR ABOUT TO
5 BECOME THEIR FORMER EMPLOYER, SAYS, HERE, I WILL
6 MAKE THE FOLLOWING OFFERS, WHICH EVEN THE PLAINTIFFS
7 SUBMIT WERE GOOD OFFERS.

8 SO HOW MUCH MONEY DID ALLSTATE PAY
9 THEM? NO DENIAL HERE. D 201, 202, PLEASE. IN THE
10 GRAND TOTAL, \$3,574,509. THE PLAINTIFFS WOULD NOT
11 HAVE THAT MONEY BUT FOR THE OFFER ALLSTATE MADE,
12 WHICH THEY ACCEPTED.

13 WHEN ONE TALKS ABOUT MEANING AND
14 MEANINGFUL CHOICES, THEY COULD HAVE CHOSEN TO KEEP
15 THEIR RIGHT TO SUE, THEY COULD HAVE CHOSEN TO TAKE
16 THE SEVEN MONTHS, CONTINUED ON THE PAYROLL. THEY
17 COULD HAVE CHOSEN THE EXTRA 13 WEEKS. THAT IS
18 VALUABLE. BUT RATIONAL ECONOMIC ACTORS, GENERALLY
19 SPEAKING, WOULD CHOOSE TO TAKE MORE MONEY, WHICH
20 THEY DID. IN EXCHANGE FOR WHAT? A PROMISE.

21 ONE OF THE THINGS THAT WAS TOLD TO YOU
22 IN CLOSING WAS THAT PROMISES AND INTEGRITY MEAN
23 SOMETHING. YEAH, YOU, AN AMERICAN JURY, ARE BEING
24 ASKED TO SET ASIDE EIGHT CONTRACTS THAT ACCORDING TO
25 THE PLAINTIFFS THEY NEVER INTENDED TO AGREE TO BUT

1 FOR WHICH THEY HAVE BEEN PAID THAT AMOUNT OF MONEY.
2 THAT IS WHAT YOU ARE BEING ASKED TO DO. MAKE NO
3 MISTAKE ABOUT IT. THEY DID THIS KNOWINGLY. THEY
4 DID IT VOLUNTARILY. THEY DID IT BECAUSE THEY HAD
5 CHOICES.

6 A COUPLE OF OTHER TOPICS. THEY SAY
7 THAT THEY HAD FIVE THINGS TAKEN AWAY FROM THEM AND
8 ALLSTATE WAS OFFERING TO GIVE TWO BACK. NO, THEY
9 HAD NOTHING TAKEN AWAY. THE CONTRACTS WERE
10 TERMINABLE AT WILL. NOW, ON THE TERMINABLE AT WILL,
11 I THOUGHT I HAD PROBABLY BORED YOU TO DEATH GOING
12 THROUGH EACH OF THESE MANUALS AND TERMS BEFORE. I
13 WILL INDULGE YOU A LITTLE BIT LONGER. I APOLOGIZE
14 FOR THIS, BUT THE CONTRACTS DO MATTER.

15 IT IS TRUE THAT IN OPENING I GAVE
16 ELLIPSES. I GAVE YOU PART OF IT. IT'S ALSO TRUE
17 THAT DURING CROSS EXAMINATION I WENT THROUGH EVERY
18 PARAGRAPH OF THE CONTRACT.

19 PUT UP PX 41, PLEASE, JASON. THIS IS
20 THE R830 WITH MR. CREASE. LET'S TURN TO PARAGRAPH
21 ROMAN IX -- NUMBER XI. SORRY. I INVERTED MY ROMAN
22 NUMERALS. FIRST SENTENCE IS THE TERMINABLE AT WILL
23 SENTENCE. SECOND SENTENCE, FIRST TWO SENTENCES.
24 THIRD SENTENCE IS ABOUT UNSATISFACTORY PERFORMANCE.
25 IN OTHER WORDS, IF ALLSTATE IS GOING TO FIRE YOU FOR

1 CAUSE, FOR CAUSE, NOT BECAUSE WE ARE GOING TO FIRE
2 YOU FOR DOWNSIZING OR REDUCTIONS IN FORCE OR A
3 REORGANIZATION, BUT FOR CAUSE, THEN WE WILL GIVE YOU
4 A REASONABLE OPPORTUNITY TO BRING YOUR PERFORMANCE
5 UP TO SPEC. THEN IT SAYS: IN NO EVENT. REMEMBER
6 WHEN MR. CREASE AND I WENT THROUGH THIS AND THEN
7 MR. KAUFMAN CAME IN TO SHOW THAT ALL THE PEOPLE HAD
8 SIGNED WITHIN ALLSTATE. IN NO EVENT SHALL AN
9 EMPLOYEE BE RELEASED FOR ANY REASON WITHOUT THE
10 FOLLOWING REVIEW AND APPROVAL PROCEDURE HAVING BEEN
11 ADHERED TO FOR EMPLOYEES LESS THAN FOUR YEARS. DOES
12 NOT APPLY HERE. ALL THESE WERE MORE THAN FOUR
13 YEARS. FOR EMPLOYEES MORE THAN FOUR YEARS OR LESS
14 THAN TEN, DOES NOT APPLY HERE. BUT THE NEXT PAGE
15 SAYS: FOR EMPLOYEES WITH MORE THAN TEN YEARS
16 SERVICE, REVIEW AND APPROVAL IN THE HOME OFFICE BY
17 THE PERSONNEL VICE-PRESIDENT ARE REQUIRED IN
18 ADDITION TO THE ABOVE. AND THAT IS WHAT HAPPENED.
19 MR. KAUFMAN CAME IN. YOU SAW THE DOCUMENT WITH ALL
20 THEIR SIGNATURES. THEY FOLLOWED THE TERMINATION
21 PROVISIONS.

22 NOW LET'S GO TO THE R1500, PLEASE,
23 JASON. AND ON THIS CONTRACT, AGAIN, IT SAYS,
24 TERMINABLE AT WILL. BUT IT HAS ANOTHER PROVISION.
25 JASON, CAN YOU FURTHER ON, FURTHER, FURTHER,

1 FURTHER. TERMINATION: SUBJECT ONLY TO SUCH
2 LIMITATIONS AND RESTRICTIONS THAT MAY BE IMPOSED BY
3 LAW AND IN ACCORDANCE WITH COMPANY'S RULES AND
4 PROCEDURES. NOW WHERE ARE THE COMPANY'S RULES AND
5 PROCEDURES, FOLKS? IN THE HUMAN RESOURCE MANUALS,
6 COMPANY MANUALS, THINGS THAT THEY CLAIM NOT TO HAVE
7 SEEN. WHAT DO THOSE COMPANY RESOURCE MANUALS SAY?
8 TERMINABLE AT WILL. NOW THEY ARE NOT THE CONTRACT,
9 BUT THEY ARE THE PROCEDURES.

10 SO FOR JOB IN JEOPARDY THAT'S FOR
11 UNSATISFACTORY PERFORMANCE. YOU HEARD THE
12 PLAINTIFFS ADMIT THAT. FOR AGENT REVIEW BOARD YOU
13 HAVE TO ASK FOR IT, BUT WHO GETS TO MAKE THE
14 DECISION FINALLY? PRESIDENT OF ALLSTATE. WHO MADE
15 THE DECISION TO ROLL OUT THE PREPARING FOR THE
16 FUTURE PROGRAM? THE PRESIDENT OF ALLSTATE AND THE
17 CEO OF ALLSTATE. THE DECISION WAS ALREADY MADE.

18 BUT THIS IS SOMEWHAT OF A SIDESHOW.
19 THE REALITY IS ALLSTATE TERMINATED THEIR AGREEMENT.
20 IF THEY THOUGHT THAT WAS WRONG THEY HAD THE OPTION
21 TO SUE HIM. MR. HARPER WOULD NOT EVEN PUT \$2,000
22 DOWN TO FILE A LAWSUIT. WE HEARD THAT MS. CREWS
23 KELLY WENT TO THE EEOC AND THEY DIDN'T DO ANYTHING.
24 MR. HARPER ADMITTED A LAWYER WANTED TO TRY TO GO GET
25 AN INJUNCTION. THEY MADE A RATIONAL ECONOMIC

1 CHOICE. ALLSTATE BELIEVES THAT THE CONTRACTS ARE
2 TERMINABLE AT WILL. WHEN MASSACHUSETTS THE AGENTS
3 WERE TERMINATED, ALLSTATE PULLED OUT FOR COMPETITIVE
4 REASONS. THEY PULLED OUT FOR COMPETITIVE REASONS.

5 THEY MADE A DECISION TO TERMINATE.
6 THEY IMPLEMENTED THE DECISION. THE PLAINTIFFS MAY
7 OR MAY NOT LIKE IT, BUT ALLSTATE DID NOT HAVE TO
8 OFFER THEM WHAT IT DID. ALLSTATE INSTEAD OFFERED
9 THEM FOUR OPTIONS WHICH WERE MEANINGFUL ECONOMIC
10 CHOICES WHICH THE PLAINTIFFS CHOSE TO DO.

11 THE NOA PROGRAM. SO ON THE ONE HAND
12 PLAINTIFFS ARGUE, AND YOU HEARD IT, CONTRACT IS NOT
13 IN WRITING IT DOESN'T COUNT. IT'S GOT TO BE IN THE
14 CONTRACT. IT'S GOT TO BE IN CONTRACT. I JUST
15 SHOWED YOU WHAT THE CONTRACT WAS WHICH WE BELIEVE
16 SUPPORTS ALLSTATE.

17 ON THE OTHER HAND, WHEN IT COMES TO THE
18 NOA BROCHURE WHICH MR. KAUFMAN SAID HE WAS NOT
19 FAMILIAR WITH, PEOPLE USING THAT BROCHURE AND
20 MR. KAUFMAN, WHO IS AN R830 AGENT TO BEGIN WITH, WAS
21 NOT APPROACHED -- OR THAT BROCHURE WAS NOT USED WITH
22 HIM, SUDDENLY IT BECOMES THE CONTRACT. IT BECOMES
23 PART OF THE CONTRACT IN EFFECT.

24 NOT A SINGLE AGENT COULD TESTIFY THAT
25 DESPITE WHAT THEY TOLD YOU, LIFETIME JOBS OR JOB

1 SECURITY, THINGS OF THAT TYPE, THEY COULD NOT POINT
2 TO IT IN ANY OF THE CONTRACTUAL LANGUAGE. THAT IS
3 THE POINT. THAT IS THE PROBLEM.

4 BUT AT BOTTOM, ALLSTATE MADE THE
5 DECISION TO TERMINATE, JUST AS IT DID IN THE STATE
6 OF MASSACHUSETTS. ALLSTATE THEN MADE THE DECISION
7 TO OFFER THEM THINGS TO WHICH THEY WERE NOT
8 ENTITLED. AND THEY THEN MADE THEIR CHOICES.

9 THEY SAY THAT THEY OWNED THE FRUIT OF
10 THE TREE, THEY HAD A PROPRIETARY INTEREST. WE KNOW
11 THAT IS NOT TRUE. MS. REINERIO INHERITED A BOOK OF
12 BUSINESS FROM SOMEONE ELSE. EACH ONE UNDER CROSS
13 EXAMINATION SAID I ONLY HAVE A RIGHT TO THOSE
14 COMMISSIONS AS LONG AS I'M AN EMPLOYEE. BUT THEY
15 WERE NO LONGER AN EMPLOYEE ONCE THEY WERE
16 TERMINATED.

17 THEY COMPLAINED ABOUT THEY WERE TOLD TO
18 SPEND MONEY AND THEY WILL MAKE MONEY. WELL, THE
19 EVIDENCE SHOWS YOU THEY MADE VERY HEALTHY INCOMES,
20 VERY GOOD INCOMES WHEN THEY SPENT THE MONEY. OF
21 COURSE THE MONEY THEY SPENT AND THE INVESTMENTS THAT
22 THEY COMPLAIN ABOUT, THOSE WERE NOT INVESTMENTS.
23 THOSE WERE EXPENSES. AND THE FEDERAL GOVERNMENT IN
24 EFFECT PAID THEM FOR PART OF THOSE EXPENSES, AND
25 THEY OVERLOOKED THE FACT THAT ALLSTATE CAUTIONED

1 THEM, CAUTIONED THEM ABOUT MAKING SURE TO MANAGE
2 THEIR EXPENSES, AND ALSO THAT THAT WAS THEIR CHOICE.
3 ALLSTATE NEVER FORCED THEM TO MAKE EXPENSES OR MAKE
4 PAYMENTS. ALLSTATE MADE IT.

5 AND THEY DID IT, WHY? WHY DID THEY DO
6 IT? THESE ARE GOOD BUSINESS PEOPLE. THERE IS NO
7 QUESTION ABOUT THAT. THEY ARE GOOD BUSINESS PEOPLE.
8 AND THEY KNEW AND THEY TESTIFIED THAT IF THEY SPENT
9 THAT MONEY, THEY MADE MORE MONEY. THAT WAS THEIR
10 CHOICE. THAT WAS THEIR CHOICE.

11 TWO SEVERANCE PLANS. THE ONE SEVERANCE
12 PLAN EVERYONE IS IN AGREEMENT DOES NOT APPLY,
13 INVOLUNTARY TERMINATION. THE OTHER SEVERANCE PLAN
14 HAS AN EXPRESS EXEMPTION. I SHOWED IT TO YOU
15 BEFORE, AN EXPRESS EXEMPTION. WHAT IS THE
16 EXEMPTION? THE EXEMPTION IS IF IT IS A GROUP
17 REORGANIZATION, WHICH THIS WAS, IT DOES NOT APPLY.
18 THAT IS WHAT MS. ROSBOROUGH TESTIFIED TO.

19 JASON, SLIDE 386 -- NO. SLIDE 381. I
20 THINK THIS IS ACTUALLY SUPPOSED TO BE -- I GUESS
21 IT'S G. ALLSTATE SEVERANCE PLAN DOES NOT APPLY AND
22 THAT IS WHY ALLSTATE ADOPTED -- TWO DAYS BEFORE THE
23 GROUP REORGANIZATION PROGRAM IT ADOPTED THE SPECIAL
24 SEVERANCE PLAN CALLED THE AGENT TRANSITION PLAN.
25 OTHERWISE THERE WOULD HAVE BEEN NO SEVERANCE PLAN

1 THAT APPLIED. THEY WOULD HAVE HAD NOTHING. THEY
2 WOULD HAVE HAD 52 WEEKS OR UP TO 52 WEEKS.

3 THE IRS DISPUTE. ALLSTATE DID NOT
4 START THIS DISPUTE. MR. LIDDY TESTIFIED AT SOME
5 LENGTH. JASON, DEFENDANT'S EXHIBIT 351. D 351,
6 DEMONSTRATIVE. WHAT WAS IT? CERTAIN EMPLOYEE
7 AGENTS PUT ALL OF THEIR EMPLOYEE AGENTS AT RISK
8 BECAUSE THEY WANTED TO ACT BOTH AS EMPLOYEES AND AS
9 INDEPENDENT CONTRACTORS FOR PURPOSES OF TAX
10 PURPOSES. THE IRS WANTED TO IMMEDIATELY RECLASSIFY
11 ALL EMPLOYEE AGENTS LIKE THIS (INDICATING). YOU ARE
12 NO LONGER AN EMPLOYEE. YOU ARE ALL INDEPENDENT
13 CONTRACTORS.

14 YOU HEARD MR. LIDDY EXPLAIN WHAT THE
15 QUAGMIRE LITIGATION WOULD BE, BACK TAXES FOR THE
16 AGENTS, AGENT LAWSUITS AGAINST THE IRS, LAWSUITS BY
17 THE AGENTS AND THE IRS AGAINST ALLSTATE, BECAUSE IT
18 WOULD HAVE PUT AT RISK ALLSTATE'S PENSION AND
19 BENEFIT PLANS. THE QUAGMIRE OF LITIGATION WAS NOT
20 THAT THE AGENTS WERE SUING ALLSTATE BECAUSE ALLSTATE
21 DID NOT HAVE THE RIGHT TO TERMINATE THE AGREEMENTS.
22 THE QUAGMIRE OF LITIGATION WAS BECAUSE EVERYTHING
23 THAT THEY HAD BEEN DOING FOR YEARS ON THEIR TAXES,
24 EVERYTHING THAT ALLSTATE HAD BEEN DOING FOR YEARS ON
25 ITS TAXES, AND EVERYTHING THAT ALLSTATE HAD DONE BY

1 SETTING UP A PENSION PLAN WAS PUT AT RISK BY THESE
2 AGENTS WHO FOR PAYMENT PURPOSES WANTED TO BE
3 EMPLOYEES, BUT FOR FEDERAL INCOME TAX PURPOSES
4 WANTED TO PRETEND THAT THEY WERE NOT EMPLOYEES BUT
5 WERE INDEPENDENT CONTRACTORS. THERE IS A WORD FOR
6 THAT, BUT I THINK YOU KNOW WHAT THAT IS.

7 MR. LIDDY TESTIFIED AT SOME LENGTH
8 ABOUT THIS, AND HE TESTIFIED THAT THE IRS -- THIS IS
9 DEFENDANT'S DEMONSTRATIVE 353 -- WE ARE GOING TO
10 TREAT ALL OF YOUR INDEPENDENT AGENTS AS IF -- ALL
11 YOUR EMPLOYEE AGENTS AS IF THEY WERE INDEPENDENT
12 CONTRACTORS. WE WERE NOT GOING TO GET ANY CHANCE TO
13 MIGRATE THEM. THEY WANT TO COME IN AND RECLASSIFY
14 THE AGENTS FROM EMPLOYEES TO INDEPENDENT AGENTS JUST
15 LIKE THAT, AND WHAT HE DID WAS (INDICATING) THE FLIP
16 OF A SWITCH. I THINK MR. LIDDY HAD THE COMMENT THAT
17 THE IRS WAS A FORMIDABLE ADVERSARY. I THINK
18 PROBABLY MOST PEOPLE KNOW AND UNDERSTAND THAT THAT
19 IS THE CASE.

20 SO THEN WE GET TO THE COVENANT NOT TO
21 COMPETE. WELL, THERE IS A REASON PLAINTIFFS DON'T
22 WANT TO TALK ABOUT SPECIFIC FACTS. MS. CREWS KELLY,
23 SHE SOLD HER BOOK OF BUSINESS THAT SHE GOT FROM
24 ALLSTATE AND WENT INTO BUSINESS WITH A NEW MASON
25 CREWS AGENCY SELLING ALLSTATE INSURANCE. MR.

1 PERKINS TESTIFIED THAT HE LIQUIDATED THE ECONOMIC
2 INTEREST IN THE BOOK OF BUSINESS THAT HE HAD. HE
3 OPENED UP A NEW INDEPENDENT INSURANCE AGENCY
4 PROMPTLY.

5 BUT ALSO FROM DAY ONE WHEN THEY SIGNED
6 THE ORIGINAL CONTRACTS, THEY KNEW THAT THERE WERE
7 RESTRICTIONS ON COMPETING. ALLSTATE PAID FOR THE
8 PHONES, ALLSTATE PAID FOR OFFICE EXPENSE ALLOWANCE
9 OF A SIZABLE AMOUNT. THEY COMPLAINED THAT THEY LOST
10 THAT. THAT WAS ALLSTATE'S PAYMENTS. THAT IS WHAT
11 ALLSTATE PAID. THAT IS WHAT THEY AGREED TO.

12 MR. QUINN SAID THAT THERE IS SOMETHING
13 ELSE ABOUT DIGNITY. MR. HARPER IS AN OLD FASHIONED
14 GUY. SELF RESPECT AS A MAN. OKAY. I RESPECT THOSE
15 VALUES. I THINK THOSE ARE VALUES THAT EVERY PERSON,
16 MAN OR WOMAN, SHOULD HAVE. THAT IS WHY IF YOU SIGN
17 YOUR NAME TO AN AGREEMENT, YOU SHOULD MEAN WHAT YOU
18 SAY AND SAY WHAT YOU MEAN AND HONOR THE AGREEMENT
19 THAT YOU ENTERED INTO. THAT IS WHAT INTEGRITY IS.
20 THAT IS WHAT DIGNITY IS. THAT'S WHAT SELF RESPECT
21 IS. IT'S NOT SIGNING AN AGREEMENT, TAKING THE
22 COUNTERPARTY'S MONEY AND THEN 14 MONTHS LATER SUING
23 THEM AS IF THE AGREEMENT DID NOT EXIST.

24 HOW DARE WE TAKE CREDIT FOR GIVING THEM
25 ANOTHER SEVEN MONTHS? WELL, ALLSTATE COULD HAVE

1 BEEN LIKE MOST OTHER EMPLOYEES, PARTICULARLY THOSE IN
2 THE GREAT RECESSION. JOBS ARE LOST TODAY AND YOU'RE
3 GONE TOMORROW. WE GAVE THEM SEVEN MONTHS TO
4 CONSIDER, TO CHOOSE. WE GAVE THEM FOUR OPTIONS, ALL
5 OF WHICH HAD VALUE.

6 IT'S AN OUTRAGE TO SUGGEST THAT MS.
7 CREWS KELLY SUGGESTS -- AGREED VOLUNTARILY BECAUSE
8 SHE TRIED TO SEND IN A FORM THAT SAID "UNDER DURESS"
9 OR SOMETHING. I'M NOT SURE WHAT THE FORM SAID.
10 ALLSTATE WOULD NOT ACCEPT ANYONE UNLESS IT WAS
11 VOLUNTARY. THEY TOLD THEM THAT. ALLSTATE SAID WE
12 WON'T ACCEPT IT. IT'S EITHER VOLUNTARY OR NOT
13 VOLUNTARY. IF IT'S VOLUNTARY, SIGN THE FORM. IF
14 IT'S NOT VOLUNTARY, DON'T SIGN THE FORM. AND THEY
15 GOT A SIGNED FORM. ALLSTATE GAVE HER A CHANCE TO
16 RECONSIDER. BUT CREWS KELLY, REMEMBER THIS, SHE
17 SOLD AND ENTERED INTO A CONTRACT TO SELL AN ECONOMIC
18 INTEREST IN THE BOOK OF BUSINESS BEFORE SHE SIGNED
19 THE RELEASE. SHE COULD NOT HAVE DONE THAT, LADIES
20 AND GENTLEMEN, UNLESS SHE WAS GOING TO AGREE TO THE
21 RELEASE.

22 ON COMMISSION RATES, IT'S ONLY RELEVANT
23 IF YOU ARE ONE OF THE PLAINTIFFS WHO CHOSE OPTION 1.
24 SO THE SUGGESTION THAT THERE WAS A COMMISSION RATE
25 MISREPRESENTATION IS IRRELEVANT TO FIVE PLAINTIFFS.

1 IT'S ONLY RELEVANT IF YOU ACTUALLY CHOSE TO CONTINUE
2 ON AS AN ALLSTATE INSURANCE AGENT IN A NEW FORM OF
3 BUSINESS. BUT THAT IS NOT WHAT -- THAT IS NOT
4 ACTUALLY SOMETHING THAT IS OF MATERIAL SIGNIFICANCE
5 HERE, AND THE REASON IS THE FOLLOWING.

6 LET'S PUT UP SLIDE DEMONSTRATIVE 374,
7 PLEASE. I INSERTED HERE WHAT ALLSTATE SAID TO EACH
8 OF THE AGENTS OR WHAT IT SAID EN MASSE. ON
9 OCTOBER 5TH, 1999, THE COHEN LETTER, MR. COHEN SAYS:
10 I DO NOT EXPECT ANY SIGNIFICANT CHANGES TO
11 COMMISSION RATES TO BE MADE IN THE NEAR FUTURE.

12 NOW MR. QUINN WANTS TO TALK ABOUT THIS
13 DOCUMENT, WHICH IS FROM AUGUST OF '99. I'M GOING TO
14 COME BACK TO THIS DOCUMENT IN A MINUTE. BUT IN
15 OCTOBER OF '99, COHEN SAYS NO NEAR TERM CHANGES.
16 THEN WE GO TO APRIL 20TH, 2000, THIS IS MR. KAUFMAN.
17 DID YOU HEAR MR. KAUFMAN SAY I TOOK OVER IN THE FALL
18 OF '99. WE WERE NOT GOING TO CHANGE COMMISSION
19 RATES. ARE WE PLANNING TO CHANGE THE P&C COMMISSION
20 STRUCTURE TO 8 AND 8 BY JULY 1ST. THE ANSWER IS NO.
21 THE COMPANY IS NOT MOVING TO AN 8 AND 8 COMMISSION
22 STRUCTURE BY JULY. THERE IS NO WORK GOING ON RIGHT
23 NOW FOCUSED ON CHANGING THE EXCLUSIVE AGENCY P&C
24 COMMISSIONS. AND NOT A SINGLE DOCUMENT HAS BEEN
25 SHOWN TO YOU THAT SAYS IN APRIL OF 2000 ANY WORK WAS

1 GOING ON ABOUT CHANGING COMMISSIONS.

2 NOW WE GO TO THE NEXT ONE, OCTOBER 31,
3 2001, COHEN LETTER TO AGENTS: TODAY I WOULD LIKE TO
4 ADDRESS WORK THAT WILL SOON BEGIN THAT COULD AFFECT
5 AGENCIES. WE WILL CONDUCT A BROAD REVIEW OF AGENCY
6 REVENUE AND SUPPORT PROGRAMS. PART OF THIS REVIEW
7 WILL BE LOOKING FOR WAYS TO BETTER ALIGN AGENCY
8 COMPENSATION WITH CRITICAL BUSINESS OBJECTIVES.
9 THEY GAVE THEM FAIR WARNING.

10 NOW, THE AGENTS TESTIFIED, HARPER IS
11 THE FIRST ONE, NO CHANGES IN COMMISSION IN '99, NO
12 CHANGES IN COMMISSION IN 2000, NO CHANGES IN
13 COMMISSION IN 2001, NO CHANGES IN COMMISSION IN
14 2002. BUT IN OCTOBER OF 2001 THEY TELL AGENTS WE
15 ARE THINKING ABOUT IT.

16 NOW GO TO THE SEPTEMBER 25TH, 2002
17 KAUFMAN SLIDE. WE'VE MADE THE DECISION TO REDUCE
18 NEW PROPERTY COMMISSIONS FROM 20 PERCENT TO
19 10 PERCENT, EFFECTIVE JANUARY 1, 2003.

20 NOW, LET'S TALK ABOUT THIS DOCUMENT, PX
21 345. BEFORE WE DO THAT, I WANT TO TALK ABOUT PX
22 354, ANOTHER DOCUMENT. REMEMBER, MR. QUINN DURING
23 CROSS EXAMINATION, MR. KAUFMAN TRIED TO SHOW THAT
24 THE COMMISSION RATES HAD BEEN DECIDED TO BE CHANGED
25 IN THE SUMMER OF '99 AND THEY JUST DID NOT TELL

1 ANYONE ABOUT IT? HE SHOWED THEM A DOCUMENT, PX 354.

2 REMEMBER MR. JORDAN HEINZ, ONE OF MY
3 COLLEAGUES, MR. KAUFMAN ON REDIRECT POINTED OUT THE
4 FOLLOWING. TURN TO PAGE 376, PLEASE, D 376. AND IT
5 TURNED OUT THAT THE SO-CALLED ORIGINAL PLAN, THAT IS
6 NOT WHAT HAPPENED. THE SUGGESTION THAT THERE HAD
7 BEEN A PLAN TO INCREASE COMMISSION RATES IN 2002,
8 THAT THAT WAS A SECRET PLAN, IT NEVER HAPPENED.
9 THAT WAS A DOCUMENT FROM THE SUMMER OF 1999 BEFORE
10 MR. KAUFMAN TOOK OVER. IT NEVER HAPPENED. AND WE
11 KNOW THAT BECAUSE MR. HARPER TOLD US IT DID NOT
12 HAPPEN.

13 NOW AT THE TIME THEY CHANGED RATES, IN
14 THE YEAR 2003, THEY JUST DIDN'T CHANGE -- NOW GO TO
15 D 377. THEY DID NOT CHANGE RATES TO REDUCE THEM. A
16 LOT OF RATES DID NOT CHANGE. STANDARD AUTO,
17 NONSTANDARD AUTO, PROPERTY, COMMERCIAL AUTO,
18 COMMERCIAL CASUALTY. THOSE ARE THE ONES THAT DID
19 NOT CHANGE. THEY DID CHANGE P&C BUT THEY ALSO DID
20 SOMETHING ELSE. THEY ADDED A BONUS.

21 THEY ADDED BONUSES. NEXT ONE. THEY
22 ADDED THESE BONUSES WHICH PLAINTIFFS DON'T WANT TO
23 TALK ABOUT. BUT YOU KNOW WHAT IS PARTICULARLY
24 ILLUMINATING? CAN YOU THINK OF ANY PLAINTIFF THAT
25 CAME BEFORE YOU AND SAID I FELT MISLED. THEY DIDN'T

1 TELL ME. THIS WAS MATERIAL TO ME. THIS MATTERED TO
2 ME. I RELIED UPON IT. NOT A SINGLE ONE DID. THIS
3 IS WHAT IS CALLED A LAWYERS' ARGUMENT. THIS IS
4 WHAT'S CALLED LOOK AT THE MONKEY. I DIDN'T PLAY
5 THAT GAME, BUT I UNDERSTAND THAT GAME ALL TOO WELL.

6 FINALLY, LET'S JUST END ON THIS TOPIC
7 BY LOOKING AT THE LAST DOCUMENT, P 345. THIS IS THE
8 ONE THAT MR. QUINN WAS SHOWING YOU THAT SAID THERE
9 WAS A SECRET PLAN FOR FOUR YEARS, WHICH WE KNOW
10 ACTUALLY DID NOT TAKE PLACE. BUT LET'S JUST SHOW
11 YOU SOME PAGES THAT WE DIDN'T LOOK AT. LET'S LOOK
12 AT PAGE 763. NOW MR. KAUFMAN WAS NOT IN CHARGE AT
13 THE TIME THIS DOCUMENT WAS CREATED AND WE KNOW WHAT
14 HE TESTIFIED TO. HE SAID NOTHING WAS IN PLACE. BUT
15 THIS IMPLEMENTATION TIMELINE DOES NOT HAVE 2002 ON
16 IT, 2003 ON IT. IT'S AN EARLIER POINT IN TIME FOR A
17 DOCUMENT THAT DID NOT END UP BEING WHAT TOOK PLACE.

18 AND THEN WE GET TO THE "APPROVED,"
19 WHICH MR. KAUFMAN DID NOT KNOW ANYTHING ABOUT.
20 LET'S LOOK AT PAGE 766. THIS WHAT IS MR. QUINN
21 SHOWED YOU. THIS IS A DOCUMENT FROM THE SUMMER OF
22 '99. HE SAYS: 48 OR MORE CONTRACT MONTHS. THAT
23 MEANS WE ARE GOING TO DO IT IN 48 OR MORE CONTRACT
24 MONTHS. REMEMBER THAT ARGUMENT? THAT'S WHAT IT
25 SAID. NOW A WITNESS DID NOT TESTIFY TO THAT.

1 AND JEEZ, I WONDER WHY WE DIDN'T SEE
2 THE NEXT PAGE. LET'S TAKE A LOOK AT WHAT THE NEXT
3 PAGE SAYS: NEW AGENCIES UNDER 48 CONTRACT MONTHS.
4 YOU CAN READ THE DOCUMENT YOURSELVES, BUT I THINK
5 THE ONLY FAIR READING, AND I SUBMIT TO YOU YOU WILL
6 HAVE TO DECIDE THIS, THAT THE FAIR READING IS THEY
7 ARE TALKING ABOUT THE TENURE, PEOPLE WHO WERE UNDER
8 48 MONTHS AS INDEPENDENT AGENTS AND PEOPLE WHO WERE
9 OVER 48 MONTHS AS INDEPENDENT AGENTS, NOT THAT THERE
10 WAS SOME SECRET COMMISSION PLAN WHICH WE KNOW FROM
11 THE TESTIMONY DID NOT TAKE PLACE ALONG THE LINES
12 THAT WAS ARGUED.

13 BUT MORE IMPORTANTLY, SET THAT ASIDE.
14 WHAT WITNESS CAME IN AND SAID TO YOU, I WAS MISLED.
15 I WAS NOT KNOWING WHEN I SIGNED THE CONTRACT BECAUSE
16 I BELIEVED THAT COMMISSION RATES WOULD NOT CHANGE,
17 EVEN THOUGH THE CONTRACT ITSELF SAYS COMMISSION
18 RATES CAN BE CHANGED ON NOTICE. EVEN THOUGH MR. --
19 ONE OF THEM, MR. HARPER OR MR. LAWSON, TESTIFIED
20 THAT ALLSTATE COULD REDUCE THE COMMISSION RATES,
21 REMEMBER 50 PERCENT, 75 PERCENT, 90 PERCENT. THAT
22 IS, TO SAY THE LEAST, A BIT OF A RED HERRING.

23 THE REHIRING MORATORIUM, NOT APPLIED.
24 IT WAS NOT MATERIAL TO THEM. AND IT'S CONTRARY TO
25 EVERYTHING ELSE THEY HAVE ARGUED. THEY DID NOT WANT

1 TO WORK FOR ALLSTATE. ACCORDING TO THEM ON THE
2 WITNESS STAND THEY WANTED TO RECOVER THEIR
3 INVESTMENT. ACCORDING TO THEM THEY WANTED TO
4 CONTINUE DOING WHAT THEY WERE DOING OR AT LEAST SOME
5 OF THEM. IT'S CONTRADICTORY ARGUMENT.

6 FINALLY ON SOLICITATION. COVENANT NOT
7 TO COMPETE. WE'VE ALREADY TALKED ABOUT MS. CREWS
8 KELLY. WE'VE ALREADY TALKED ABOUT MR. PERKINS. BUT
9 THE REALITY IS EACH ONE OF THESE PLAINTIFFS HAD AN
10 AGREEMENT, HAD AN AGREEMENT FROM DAY ONE ABOUT THE
11 COVENANT NOT TO COMPETE IN THE EVENT THAT THEY WERE
12 TERMINATED.

13 IN TERMS OF WHAT IT MEANT OR DIDN'T
14 MEAN ON THIS TOPIC, I WANT TO END WITH DEMONSTRATIVE
15 D 347, WHICH IS MR. KEARNEY'S TESTIMONY ON JUNE 9TH,
16 PAGE 51.

17 THE COURT: OKAY. I'M JUST TRYING TO
18 FIND OUT WHERE YOU GOT THIS THAT YOU COULDN'T EVER
19 TALK TO ANY OF YOUR CUSTOMERS. IT'S A LEGITIMATE
20 QUESTION.

21 THE WITNESS: I THINK IT WAS PROBABLY
22 WITH RESPECT TO TALKING WITH OTHER AGENTS AND
23 MISUNDERSTANDING. YOU KNOW, I MEAN, AGAIN, BEING AN
24 INSURANCE AGENT, I'M NOT A LAWYER. BUT THE
25 UNDERSTANDING WAS THAT IF YOU DIDN'T SIGN, YOU TOOK

1 ONE OF THOSE OTHER OPTIONS OR DIDN'T SIGN AT ALL,
2 YOU WEREN'T GOING TO BE ABLE TO SOLICIT YOUR
3 CUSTOMERS AGAIN. YOU WEREN'T GOING TO BE ABLE TO
4 TALK TO THEM. THAT MAY BE AN ERROR, THEN.

5 THE COURT: THAT'S NOT IN WRITING
6 ANYPLACE. I'M TRYING TO FIND OUT WHERE YOU GOT THAT
7 IDEA BECAUSE I'M NOT SAYING YOU DIDN'T GET THE IDEA,
8 BUT I'M TRYING TO FIND OUT HOW.

9 THE WITNESS: IT SOUNDS LIKE I'M BEING
10 SHOWN THAT THAT WAS WRONG AGAIN ON MY PART.

11 THAT, LADIES AND GENTLEMEN, IS AN
12 ADMISSION THAT THE CHARGE BEING MADE WAS A CHARGE
13 MADE UP IN THE WITNESS'S MIND AND THAT HE WAS SIMPLY
14 WRONG OR IN HIS OWN WORDS, WRONG AGAIN ON MY PART.

15 SO WE ARE NOW AT THE END, YOU AND I.
16 IT'S BEEN A PRIVILEGE, IT'S AN AWFULLY HOT DAY IN
17 HERE. AND THANK HEAVENS WE DON'T HAVE, LIKE
18 CLARENCE DARROW, TO STAY IN HERE FOR EIGHT HOURS
19 BECAUSE I THINK WE WOULD HAVE ALL DIED. I HAVE
20 PROBABLY OVERSTAYED MY WELCOME, BUT THERE'S A FEW
21 MORE THINGS I HAVE TO SAY.

22 THE EVIDENCE SHOWED THAT EACH PLAINTIFF
23 KNOWINGLY ENTERED INTO THE RELEASE. THEY KNEW
24 PRECISELY WHAT THEY WERE GIVING UP. THEY KNEW
25 PRECISELY WHAT IT WAS WORTH OR NOT WORTH. THEY MADE

1 CONSCIOUS ECONOMIC DECISIONS AND THEY DECIDED WHAT
2 WAS IN THE BEST INTEREST OF THEMSELVES WITH THE
3 ADVICE OF COUNSEL OR WITH THE ADVICE OF THEIR
4 ACCOUNTANTS OR WITH THE ADVICE OF BOTH, OR IN
5 MR. KEARNEY'S CASE THE ADVICE OF HIS FATHER, THE
6 VERY BRIGHT CPA.

7 THE EVIDENCE LIKEWISE ESTABLISHES THAT
8 EACH PLAINTIFF CHOSE VOLUNTARILY. THEY EACH HAD A
9 MEANINGFUL CHOICE THAT ALLSTATE OFFERED THEM.

10 MR. PERKINS CHOSE OPTION 2, CASHED OUT,
11 TOOK -- GOT THE AMOUNT OF MONEY HE WANTED AND
12 NEEDED, OPENED UP A NEW AGENCY.

13 MR. LAWSON DID NOT WANT TO WORK FOR
14 ALLSTATE ANYMORE, CASHED OUT, GOT A MILLION 2, GOT
15 HIS RETURN ON HIS INVESTMENT.

16 MR. PETERSON, HE TESTIFIED HE NEVER
17 THOUGHT ABOUT SUING ALLSTATE, NEVER THOUGHT ABOUT
18 THE RELEASE. IT WAS NOT MATERIAL TO HIM. HE LIKED
19 SELLING ALLSTATE INSURANCE. HE SELECTED OPTION 1,
20 SOLD OUT LATER.

21 MR. BOYD, HE TOOK ENHANCED SEVERANCE.
22 HE DID NOT WANT TO COMPETE AGAINST HIS FRIEND, HIS
23 YOUNG FRIEND GLENN BANDY.

24 MS. REINERIO, SHE FOCUSED INITIALLY AND
25 SOLELY ON SELLING THE BOOK OF BUSINESS. IT FELL

1 THROUGH, NOT CLEAR WHY BUT IT FELL THROUGH, NOT
2 FAULTING HER. BUT IN THE END SHE SAID SHE TOOK THE
3 OPPORTUNITY TO RETOOL. SHE GOT 50-SOME THOUSAND
4 DOLLARS A YEAR, UNLIKE THE SOO LINE WHEN SHE WAS
5 LAID OFF WITH NOTHING.

6 MR. MURRAY, HE WANTED TO BE AN ALLSTATE
7 AGENT. HE SELECTED OPTION 1. HE SOLD OUT
8 EVENTUALLY EVEN AFTER HE WAS TERMINATED FOR REASONS
9 SEVERAL YEARS LATER HE CAN'T RECALL.

10 MR. KEARNEY SAID HE HAD NO CHOICE. HE
11 HAD LOTS OF CHOICES. HE JUST DID NOT CHOOSE TO
12 PURSUE THEM.

13 THEY CONFUSED CHOICE AND CONSEQUENCE.
14 THERE WERE MEANINGFUL CHOICES. THEY DIDN'T LIKE THE
15 CONSEQUENCE. REMEMBER WHAT MS. CREWS KELLY SAID,
16 ANY TIME THAT SHE DID NOT LIKE SOMETHING ENTIRELY,
17 IT'S FORCED UPON HER. THIS IS A VERY ODD SITUATION
18 WHERE SHE IS SUING BECAUSE SHE SAYS SHE HAD A RIGHT
19 TO BE A NOA AGENT, AND YET SHE TESTIFIES SHE WAS
20 FORCED TO BECOME A NOA AGENT. SHE HAD NO CHOICE.

21 MR. HARPER, HE DIDN'T LIKE THE RELEASE.
22 HE SAID HE WOULD EVEN GO THE POINT OF FIGHTING A
23 DUEL TO PREVENT HAVING TO SIGN IT, BUT HE WOULD NOT
24 PUT UP \$2,000 TO DO ANYTHING TO TRY TO STOP IT.

25 MS. CREWS KELLY SOLD OUT TO HER BEST

1 FRIEND'S SON, REGGIE, GOT A BOATLOAD OF MONEY AND
2 WENT TO WORK WITH THE NEW MASON CREWS AGENCY.

3 THESE WERE MEANINGFUL CHOICES. THEY
4 WERE ABOUT TO BECOME UNEMPLOYED. ALLSTATE OFFERED
5 THEM MEANINGFUL CHOICES, THEY COULD CHOOSE AND THEY
6 HAD OPTIONS WHICH MOST AMERICANS, AS YOU WELL KNOW,
7 DO NOT HAVE AND HAVE NEVER HAD. THEY HAD REAL
8 CHOICES. THEY WERE MEANINGFUL ONES. AND THE
9 UNDENIABLE FACT IS THAT THE CHOICES WERE SO GOOD AND
10 SO LUCRATIVE THAT THEY MADE A RATIONAL ECONOMIC
11 DECISION, PARTICULARLY WHEN THEY DIDN'T VALUE THE
12 RELEASE, AS MR. CREASE AND MR. PETERSON SAID.

13 WE TALKED ABOUT COMMON SENSE. WE
14 TALKED A LOT ABOUT COMMON SENSE. THE GREAT OLIVER
15 WENDELL HOLMES, THE LIFE OF THE LAW IS NOT LOGIC.
16 IT IS EXPERIENCE. USE YOUR EXPERIENCE, USE YOUR
17 JUDGMENT, USE YOUR CREDIBILITY. ASSESS THE
18 WITNESSES. DO YOU BELIEVE WHAT THEY SAID IN
19 DEPOSITION? DO YOU BELIEVE WHAT THEY SAID AT THE
20 TIME?

21 WE TALKED ABOUT TERMINABLE AT WILL.
22 MR. HARPER HAD THAT 1998 NOTE IN HIS OWN HANDWRITING
23 THAT HE SIGNED AN ACKNOWLEDGMENT UNDERSTANDING FOR
24 FEAR OF TERMINATION, A DOCUMENT THAT CANNOT EXIST,
25 THAT SHOULD NOT EXIST IF WHAT HE WAS TELLING YOU HE

1 REALLY BELIEVED WAS THE TRUTH.

2 IN THE END THE CHOICES THAT THEY MADE,
3 RESULTED IN EARNING OVER 3.5 -- OR BEING PAID OVER
4 \$3.5 MILLION BY ALLSTATE, DEFENDANT'S EXHIBIT 201 --
5 202, PLEASE.

6 WAS IT A MEANINGFUL CHOICE? \$3,574,509
7 OF MEANING VERSUS A CHOICE TO SUE. AND ALL THAT
8 ALLSTATE ASKED IN RETURN WAS A PIECE OF PAPER WITH
9 THEIR NAME SIGNED ON IT AND A PROMISE THAT THEY
10 MADE.

11 DIGNITY, SELF RESPECT, INTEGRITY. THEY
12 ARE ASKING YOU, MAKE NO MISTAKE, TO SET THAT ASIDE
13 AND SAY WHEN A MAN OR WOMAN SIGNS HIS NAME ON A
14 PIECE OF PAPER IN EXCHANGE FOR A BOATLOAD OF MONEY,
15 IT COUNTS FOR NOTHING.

16 IN OPENING, PLAINTIFFS' COUNSEL
17 REFERRED TO THE RELEASE AS GAME OVER. THIS IS NOT A
18 GAME. THIS IS A REAL DISPUTE. ALLSTATE PURCHASED A
19 RELEASE THAT MEANT SOMETHING, AND IT'S NOW UP TO YOU
20 TO SAY WHETHER IT MEANT WHAT ALLSTATE PAID
21 \$3,574,509 FOR, IN EITHER CASH OR ECONOMIC VALUE.

22 WE HAVE GONE THROUGH THE EVIDENCE WITH
23 RESPECT TO EACH AND EVERY PLAINTIFF. WE DID A DEEP
24 DIVE. PLAINTIFFS DID NOT DO THAT. THEY PREFER YOU
25 TO LUMP THEM ALL TOGETHER. BUT YOUR OBLIGATION

1 UNDER THE INSTRUCTIONS IS TO EVALUATE EACH PLAINTIFF
2 AND THE EVIDENCE FOR EACH PLAINTIFF INDIVIDUALLY. I
3 SUBMIT TO YOU THAT ALLSTATE HAS PROVEN BY A
4 PREPONDERANCE OF THE EVIDENCE THAT EACH PLAINTIFF
5 SIGNED THE RELEASE KNOWINGLY AND THEY SIGNED IT
6 VOLUNTARILY BECAUSE THEY KNEW WHAT IT WAS WORTH AND
7 THEY KNEW WHAT THE OPTIONS WERE WORTH, AND THEY MADE
8 A MEANINGFUL CHOICE.

9 ALLSTATE DID RIGHT BY THESE PEOPLE. IT
10 JUST DID NOT TERMINATE AND HANG THEM OUT THERE. IT
11 DID RIGHT BY THESE PEOPLE AND IT PAID THEM FOR DOING
12 RIGHT BY THESE PEOPLE. THE QUESTION IS --

13 THE COURT: MR. QUINN IS STANDING YOU
14 UP HERE.

15 MR. GODFREY: I'M ALMOST DONE, YOUR
16 HONOR.

17 THE COURT: I THOUGHT YOU WERE RIGHT AT
18 THE END.

19 MR. GODFREY: I AM.

20 MR. QUINN: THAT IS WHAT I WANTED TO
21 FIND OUT.

22 THE COURT: YOU ARE BEING SOMEWHAT
23 REPETITIVE.

24 MR. GODFREY: LONG DAY. I WAS GOING TO
25 BE DONE IN 15 SECONDS.

1 WE SUBMIT THAT ALLSTATE DID RIGHT BY
2 THESE PEOPLE IN MAKING THESE OFFERS. ALLSTATE DID
3 RIGHT BY FULFILLING ITS PART OF THE BARGAIN. NOW WE
4 ASK YOU TO DO RIGHT BY ALLSTATE AND MAKE THESE
5 PEOPLE FULFILL THEIR PART OF THE BARGAIN.

6 THANK YOU VERY MUCH AND WE ASK FOR A
7 VERDICT ON BEHALF OF ALLSTATE ON EACH AND EVERY
8 PLAINTIFF. THANK YOU.

9 THE COURT: MEMBERS OF THE JURY, LIKE
10 MOST TRIAL JUDGES, I USED TO BE A TRIAL LAWYER FOR
11 MANY YEARS. AND I STILL PREFER TO TALK TO YOU AT
12 THIS LEVEL THAN UP THERE. AND BESIDES, IT'S
13 ACTUALLY JUST A LITTLE BIT COOLER HERE. THEY SAY
14 THAT HOT AIR RISES, AND THERE HAS BEEN A LOT OF HOT
15 AIR IN THE COURT TODAY, NOT SUGGESTING FROM THE
16 LAWYERS. BECAUSE I WANT TO TELL YOU QUITE FRANKLY,
17 THOSE LAWYERS' CLOSINGS AND PRESENTATIONS HERE WERE
18 AMONG THE FINEST, FINEST I HAVE EVER SEEN IN
19 35 YEARS OF BEING A JUDGE. SO THEY DID A GREAT JOB
20 WITH RESPECT TO THEIR -- IN REPRESENTING THEIR
21 CLIENTS.

22 YOU, OF COURSE, SHOULD CONSIDER WHAT
23 THEY HAVE SAID. IT'S PART OF YOUR DUTY TO CONSIDER
24 WHAT THEY SAID, BUT ULTIMATELY YOU HAVE TO DECIDE
25 YOURSELF, WHICH IS OBVIOUS, RIGHT? YOU EIGHT GUYS

1 HAVE TO DECIDE WITH RESPECT TO EACH PLAINTIFF
2 WHETHER HE KNOWINGLY AND WILLINGLY SIGNED THE
3 RELEASE.

4 NOW, HERE IS THE GOOD NEWS. THIS IS MY
5 CLOSING. YOU'VE SPENT A LOT OF TIME BEING TALKED TO
6 TODAY. AND I GUESS THE BAD NEWS IS YOU ARE GOING TO
7 BE TALKED TO JUST A LITTLE BIT MORE. THE GOOD NEWS
8 IS IT WILL BE VERY BRIEF. SO THIS IS THE CLOSING AS
9 BRIEF AND YOU'RE GOING TO GET A COPY OF MY
10 INSTRUCTIONS ON THE LAW, SO YOU DON'T HAVE TO TAKE
11 ANY NOTES.

12 FIRST OF ALL, YOUR DUTY AS JURORS, TO
13 BE FAIR AND IMPARTIAL AND TO MAKE THE DECISION IN
14 THAT RESPECT WITHOUT ANY BIAS, WITHOUT ANY
15 PREJUDICE, WITHOUT ANY SYMPATHY. IF YOU DO THAT,
16 YOU HAVE DONE YOUR DUTY AS JURORS.

17 HOW DO YOU DO THAT? WELL, YOU DO IT
18 BASED ON THE EVIDENCE THAT HAS BEEN PRESENTED THESE
19 PAST TEN DAYS. AND THAT EVIDENCE, AS YOU KNOW,
20 CONSISTS OF THE TESTIMONY OF THE MANY WITNESSES
21 YOU'VE HEARD. I DON'T THINK THERE WERE MORE THAN
22 MAYBE 19 INCLUDING THOSE THAT TESTIFIED AT
23 DEPOSITION. NEVERTHELESS, THERE WERE A LOT OF
24 WITNESSES. YOU HAVE TO CONSIDER ALL THEIR
25 TESTIMONY. THERE ARE LOTS OF EXHIBITS THAT ARE

1 GOING TO GO OUT WITH YOU AND YOU HAVE TO CONSIDER
2 THEM. YOU ALSO HAVE THE STATEMENT OF FACTS WHICH
3 WERE SUBMITTED TO YOU AT THE BEGINNING OF THE TRIAL.
4 AND YOU ALSO HAVE THE READING IN OF SOME ADMISSIONS.
5 NOW THAT IS THE EVIDENCE UPON WHICH YOU ARE GOING TO
6 HAVE TO DECIDE WHAT THE FACTS ARE AND APPLY THOSE
7 FACTS TO THE VERY SIMPLE LAW THAT I'M GOING TO GIVE
8 TO YOU.

9 OF COURSE, AS IN EVERY CASE, THE
10 EVIDENCE WAS EITHER CIRCUMSTANTIAL OR DIRECT. THAT
11 IS NOT UNUSUAL. DIRECT EVIDENCE IS WHAT SOMEBODY
12 TELLS YOU HE ACTUALLY OBSERVED, SAW, OBSERVED FROM
13 THEIR SENSES IN SOME WAY. CIRCUMSTANTIAL EVIDENCE
14 IS PROOF OF A FACT BY MAKING AN INFERENCE -- AN
15 INFERENCE FROM ANOTHER FACT THAT YOU BELIEVE. FOR
16 EXAMPLE, SUPPOSE THE QUESTION POSED TO YOU TODAY WAS
17 DID THE G.S.A. TURN ON THE AIR CONDITIONING? NOW WE
18 HAVE NO IDEA IF THEY DID OR NOT. BUT I THINK WE CAN
19 TELL, AT LEAST I CAN, FROM THE TEMPERATURE IN THIS
20 COURTROOM THAT THEY DIDN'T GET IT ON EARLY ENOUGH.
21 BUT THAT IS CIRCUMSTANTIAL EVIDENCE. AND
22 CIRCUMSTANTIAL EVIDENCE IS EVERY BIT AS GOOD AS
23 DIRECT EVIDENCE, PROVIDED THAT THE INFERENCE YOU
24 DRAW FROM FACTS IS A REASONABLE ONE.

25 THE NEXT MATTER I WANT TO DISCUSS WITH

1 YOU IS THE BURDEN OF PROOF. THE DEFENDANT IN THIS
2 CASE HAS THE BURDEN OF PROVING HIS CASE BY A
3 PREPONDERANCE OF THE EVIDENCE. NOW RAISE YOUR HAND,
4 HOW MANY HAVE HEARD OF BEYOND A REASONABLE DOUBT?
5 HAVE ANY OF YOU HEARD THAT? I THOUGHT SO. THAT
6 TERM SOMEHOW IS JUST PART OF OUR CULTURE, I THINK,
7 BEYOND A REASONABLE DOUBT. THAT HAS NO APPLICATION
8 TO THIS CASE. THAT IS PROOF IN A CRIMINAL CASE,
9 BEYOND A REASONABLE DOUBT.

10 HERE IT'S BY A PREPONDERANCE OF THE
11 EVIDENCE, AND THAT MEANS PUT ALL THE EVIDENCE IN
12 FAVOR OF THE DEFENDANT ON ONE SIDE, ALL THE EVIDENCE
13 IN FAVOR OF THE PLAINTIFF ON THE OTHER. NOW IF THAT
14 EVIDENCE IS EQUAL OR IF IT TIPS IN FAVOR OF THE
15 PLAINTIFF, THEN THE DEFENDANT HAS NOT MET ITS BURDEN
16 OF PROOF. ON THE OTHER HAND, IF THAT EVIDENCE TILTS
17 EVER SO SLIGHTLY IN FAVOR OF THE DEFENDANT, HE IS
18 SAID THEN TO HAVE MET HIS BURDEN OF PROOF BY A
19 PREPONDERANCE OF THE EVIDENCE. PREPONDERANCE OF THE
20 EVIDENCE ARE THE FACTS MORE LIKELY TRUE THAN NOT,
21 THAT SUPPORT THE DEFENDANT'S POSITION. AND IT'S
22 IMPORTANT FOR YOU TO UNDERSTAND THAT THERE IS A
23 BURDEN OF PROOF HERE, AND IN THIS CASE IT'S ON THE
24 DEFENDANT.

25 NOW, I'M GOING TO GET RIGHT INTO THE

1 INSTRUCTIONS OF LAW. ARE YOU HAVING TROUBLE HEARING
2 ME? I USED TO HAVE A LOUD VOICE. MAYBE I'M NOT
3 QUITE AS LOUD.

4 FIRST THING BEFORE GETTING RIGHT INTO
5 THE LAW ITSELF IS, WE HAVE ASKED YOU NOT TO
6 SPECULATE ON THE DELAY THAT HAS TAKEN PLACE FROM THE
7 DATE OF THE EVENTS AT ISSUE HERE. YOU HAVE HEARD
8 THIS CASE STEMS FROM THE TERMINATION OF PLAINTIFFS'
9 EMPLOYMENT AGREEMENTS WITH ALLSTATE IN 2000. THE
10 PLAINTIFFS BROUGHT THIS LAWSUIT AGAINST ALLSTATE IN
11 AUGUST OF 2001. AND I ASK YOU AGAIN NOT TO
12 SPECULATE AS TO THE REASONS FOR THE DELAY. THE
13 DELAY WAS NOT THE FAULT OF ANY OF THE PLAINTIFFS OR
14 ANY OF THE DEFENDANTS. SO FORGET ABOUT THAT. IT IS
15 NOW 15 YEARS LATER AND WE ARE FINALLY AT TRIAL.

16 AND, AS YOU HAVE BEEN TOLD BEFORE, THIS
17 IS A UNIQUE CASE, PROBABLY MORE UNIQUE THAN ANY CASE
18 I HAVE EVER HAD, BECAUSE WE ARE TRYING TEN CASES AT
19 ONE TIME. FRANKLY, I HAVE NEVER DONE THAT MANY
20 BEFORE. BUT CONSOLIDATION WE ALL THOUGHT WAS
21 APPROPRIATE, RATHER THAN HAVE INDIVIDUAL TRIALS.
22 AND WE ARE ASKING YOU HOWEVER TO MAKE AN INDIVIDUAL
23 DECISION. AND YOU WILL GET A VERDICT SLIP, SEPARATE
24 VERDICT SLIP WITH RESPECT TO EACH PLAINTIFF IN THIS
25 CASE.

1 NOW, AS YOU HAVE HEARD FOREVER AND
2 EVER, REPEAT AGAIN, IN ORDER FOR A RELEASE TO BE
3 VALID, IT MUST HAVE BEEN SIGNED KNOWINGLY AND
4 VOLUNTARILY. AND THE DEFENDANT MUST PROVE BY A
5 PREPONDERANCE OF THE EVIDENCE THAT THE RELEASE WAS
6 SIGNED KNOWINGLY AND VOLUNTARILY.

7 I WILL DEFINE KNOWINGLY FOR YOU. A
8 PERSON ACTS KNOWINGLY IF HE OR SHE ACTS WITH FULL
9 AWARENESS OF THE FACTS UPON WHICH HE OR SHE IS
10 BASING HIS OR HER DECISION. IN THIS CASE PLAINTIFFS
11 ALLEGE THAT CERTAIN FACTS WERE MISREPRESENTED AND
12 OTHERS WERE OMITTED BY ALLSTATE IN CONNECTION WITH
13 THE RELEASE AND THE PROGRAM.

14 IF YOU FIND MISREPRESENTATIONS WERE
15 MADE OR FACTS WERE OMITTED BY ALLSTATE, THEN YOU
16 MUST DETERMINE WHETHER THEY WERE MATERIAL. A FACT
17 OR OMISSION IS MATERIAL IF A REASONABLE PERSON IN
18 PLAINTIFFS' POSITION WOULD HAVE CONSIDERED IT TO BE
19 IMPORTANT IN MAKING HIS OR HER DECISION. MINOR OR
20 INCONSEQUENTIAL MISREPRESENTATIONS OR OMISSIONS MAY
21 OCCUR AND DO NOT AFFECT THE VALIDITY OF THE RELEASE.
22 ONLY IF SUCH MISREPRESENTATION OF MATERIAL FACTS
23 WERE MADE BY DEFENDANT AND THE PARTICULAR PLAINTIFF
24 WAS AWARE OF THE MISREPRESENTATIONS OR MATERIAL
25 OMISSION OCCURRED, THEN PLAINTIFF'S DECISION ABOUT

1 WHETHER TO SIGN THE RELEASE WAS NOT KNOWING.

2 DEFENDANT DENIES IT MADE OR OMITTED ANY
3 MATERIAL FACT. DEFENDANT OF COURSE BEARS THE BURDEN
4 OF PROVING THAT THE RELEASE WAS KNOWINGLY SIGNED.

5 NEXT, THE DEFINITION OF VOLUNTARILY.
6 AN ACT IS DONE VOLUNTARILY WHEN IT IS SOMETHING YOU
7 WANT TO DO AND NOT BECAUSE YOU ARE FORCED TO DO. IT
8 IS AN ACT DONE BY CHOICE. IN THIS CASE, PLAINTIFFS
9 ARGUES THAT THEY HAD NO CHOICE AND WERE THUS FORCED
10 TO SIGN THE RELEASE, THAT IS TO SAY THAT WHILE THERE
11 WAS AN APPEARANCE OF A CHOICE, NO MEANINGFUL CHOICE
12 IN FACT EXISTED. DEFENDANT ARGUES THAT PLAINTIFFS
13 WERE NOT FORCED INTO SIGNING THE RELEASE BUT RATHER
14 MADE A VOLUNTARY CHOICE TO SIGN THE RELEASE IN ORDER
15 TO GET WHAT WAS BEING OFFERED TO THEM IN OPTIONS 1,
16 2 OR 3. DEFENDANT BEARS THE BURDEN OF PROVING THAT
17 THE RELEASE WAS VOLUNTARILY SIGNED.

18 NOW HOW DO YOU DETERMINE THESE ISSUES?
19 WELL, IT'S NOT EASY. BUT WE ASK YOU TO CONSIDER IN
20 MAKING YOUR DECISION AS TO WHETHER IT WAS VOLUNTARY
21 AND KNOWING THE TOTALITY OF THE CIRCUMSTANCES. WHAT
22 ARE WE TALKING ABOUT? I WILL GIVE YOU A FEW
23 EXAMPLES OF SOME THINGS THAT ARE INCLUDED IN THE
24 TOTALITY OF CIRCUMSTANCES.

25 FIRST OF ALL, IN DETERMINING WHETHER AN

1 INDIVIDUAL VOLUNTARILY SIGNED A RELEASE, HERE ARE
2 SOME OF THE FACTORS:

3 FIRST, THE CLARITY AND SPECIFICITY OF
4 THE RELEASE LANGUAGE.

5 SECOND, THE PLAINTIFF'S EDUCATION AND
6 BUSINESS EXPERIENCE.

7 THIRD, THE AMOUNT OF TIME THE PLAINTIFF
8 HAD FOR DELIBERATION ABOUT THE RELEASE BEFORE
9 SIGNING IT.

10 FOURTH, WHETHER THE PLAINTIFF KNEW OR
11 SHOULD HAVE KNOWN HIS RIGHTS UPON EXECUTION OF THE
12 RELEASE.

13 FIFTH, WHETHER PLAINTIFF WAS ENCOURAGED
14 TO SEEK OR IN FACT RECEIVED THE BENEFIT OF COUNSEL.

15 SIXTH, WHETHER THERE WAS AN OPPORTUNITY
16 FOR NEGOTIATION OF THE TERMS OF THE AGREEMENT.

17 AND SEVENTH, WHETHER THE CONSIDERATION
18 GIVEN IN EXCHANGE FOR THE WAIVER AND ACCEPTED BY THE
19 EMPLOYEE EXCEED THE BENEFITS TO WHICH THE EMPLOYEE
20 WAS ALREADY ENTITLED BY CONTRACT OR LAW.

21 NOW, THIS LIST IS NOT EXHAUSTIVE. AND
22 YOU MAY CONSIDER OTHER FACTORS THAT BEAR ON THE
23 QUESTION OF KNOWING AND VOLUNTARINESS. THAT IS JUST
24 A SUGGESTION THAT SOME OF YOU OUGHT TO CONSIDER.

25 FOR EXAMPLE, PLAINTIFFS HAVE ARGUED

1 THAT THEY WERE PLACED IN A TAKE IT OR LEAVE IT
2 PREDICAMENT THAT REQUIRED THEM TO EITHER SIGN THE
3 RELEASE OR FACE FINANCIAL RUIN. NOW, THERE IS
4 ALWAYS SOME FINANCIAL PRESSURE IN AN EMPLOYMENT
5 TERMINATION SITUATION AND THAT FINANCIAL PRESSURE
6 STANDING ALONE IS INSUFFICIENT TO PROVE
7 INVOLUNTARINESS. HOWEVER, IT IS AMONG THE FACTORS
8 THAT MAY BE CONSIDERED BY YOU IN DETERMINING WHETHER
9 BASED ON ALL THE CIRCUMSTANCES NO MEANINGFUL CHOICE
10 IN FACT EXISTED.

11 AGAIN, AS I HAVE TOLD YOU, IN THE FINAL
12 ANALYSIS YOU HAVE TO LOOK AT EVERYTHING. AND YOU
13 MUST CONSIDER ALL THE FACTORS THAT I HAVE LISTED FOR
14 YOU IN LIGHT OF THE EVIDENCE PRESENTED TO YOU BY THE
15 PARTIES AS WELL AS OTHER FACTORS YOU FEEL BEAR ON
16 THIS ISSUE AND DETERMINE, BASED ON YOUR WEIGHING OF
17 THE VARIOUS FACTORS AND CIRCUMSTANCES, WHETHER EACH
18 INDIVIDUAL PLAINTIFF KNOWINGLY AND VOLUNTARILY
19 SIGNED THE RELEASE. AGAIN, AS I'LL REMIND YOU ONE
20 MORE TIME, CONSIDER THE PLAINTIFFS INDIVIDUALLY.

21 THE OTHER MATTER NOW -- THAT IS THE
22 LAW. IT IS REALLY NOT THAT COMPLICATED. YOU GUYS
23 HAVE THE TOUGH JOB IN DECIDING WHAT THE FACTS ARE
24 AND THEN PUTTING THAT INTO WHAT THE LAW IS WITH
25 REGARD TO KNOWING AND VOLUNTARY.

1 PART OF THE THING YOU HAVE DO IS ASSESS
2 WITNESSES AND THEIR CREDIBILITY. SOME OF THE
3 FACTORS THOUGH THAT WE HAVE SUGGESTED THAT YOU
4 CONSIDER, THIS LIST IS NOT EXHAUSTIVE EITHER, IS:

5 FIRST OF ALL, WHAT WAS THE
6 WITNESS' ABILITY TO KNOW THE THINGS ABOUT WHICH HE
7 OR SHE TESTIFIED?

8 HOW WELL WAS THE WITNESS ABLE TO RECALL
9 AND DESCRIBE THOSE THINGS?

10 WHAT WAS THE WITNESS' MANNER WHILE
11 TESTIFYING?

12 DID THE WITNESS HAVE AN INTEREST IN THE
13 OUTCOME OF THIS CASE OR ANY BIAS OR PREJUDICE
14 CONCERNING ANY PARTY OR ANY MATTER INVOLVED IN THE
15 CASE?

16 HOW REASONABLE WAS THE WITNESS'
17 TESTIMONY CONSIDERED IN LIGHT OF ALL THE EVIDENCE IN
18 THE CASE?

19 WAS THE WITNESS' TESTIMONY CONTRADICTED
20 BY WHAT THAT WITNESS HAS SAID OR DONE AT ANOTHER
21 TIME OR BY TESTIMONY OF OTHER WITNESSES OR BY OTHER
22 EVIDENCE?

23 NOW, I WOULD REMIND YOU THAT IN
24 DECIDING ON BELIEVABILITY YOU NEED TO CONSIDER THAT
25 SOMETIMES THERE ARE CONTRADICTIONS IN TESTIMONY.

1 AND THE QUESTION IS, IS IT INNOCENT LAPSE OF MEMORY
2 ABOUT SOMETHING, SOME SMALL DETAIL, OR IS IT AN
3 INTENTIONAL FALSEHOOD ABOUT SOMETHING OF GREAT
4 IMPORTANCE.

5 THESE FACTORS ALONG WITH ANY FACTORS
6 YOU IN YOUR OWN LIFE TAKE INTO CONSIDERATION WHEN
7 SOMEBODY IS TALKING TO YOU ARE THE THINGS YOU WILL
8 HAVE TO TAKE INTO CONSIDERATION IN WEIGHING THE
9 CREDIBILITY OF THE WITNESSES.

10 I'M GOING TO -- THE VERDICT SLIP HERE
11 IS QUITE SIMPLE. I'M NOT GOING TO PASS IT OUT TO
12 YOU NOW. MR. HIGGINS WILL GIVE IT TO YOU WHEN YOU
13 GET OUT THERE. YOU ALREADY SAW WHAT IT IS. HE WILL
14 BE TAKING IT OUT TO YOU.

15 BEFORE YOU LEAVE, HOWEVER, I HAVE TO
16 ASK THE ATTORNEYS IF THEY HAVE ANY ADDITION OR
17 CORRECTIONS TO WHAT I JUST TOLD YOU. AND SOMETIMES
18 I MAKE A GROSS ERROR AND I LIKE THEM TO INFORM ME
19 BEFORE YOU GO OUT.

20 COUNSEL?

21 (SIDE-BAR.)

22 MR. QUINN: WE HAD UNDERSTOOD THAT YOUR
23 HONOR WAS GOING TO INSTRUCT THE JURY THAT IT SHOULD
24 NOT DRAW ANY INFERENCE ONE WAY OR THE OTHER FROM THE
25 NUMBER OF PLAINTIFFS THAT HAVE BROUGHT CLAIMS.

1 MR. GODFREY: I THOUGHT YOU SAID YOU
2 WEREN'T.

3 THE COURT: I DO UNDERSTAND THAT. I
4 WANT YOU TO -- I CAN MAKE THAT PART OF THE RECORD.
5 I DECIDED THAT IT WOULD BE MORE CONFUSING THAN
6 HELPFUL. I HAD PREPARED ONE OF MY OWN INSTRUCTIONS.

7 MR. QUINN: I UNDERSTAND.

8 THE COURT: I WAS AFRAID BECAUSE IT IS
9 NOT QUITE EASY TO GIVE THAT SO.

10 MR. QUINN: UNDERSTOOD. JUST FOR THE
11 RECORD BUT I UNDERSTAND.

12 THE COURT: I DON'T MIND.

13 (WHEREUPON THE SIDE-BAR CONFERENCE
14 ENDED.)

15 THE COURT: I PROMISED YOU IT WILL BE
16 SHORT, GUYS, AND IT WAS. WHEN YOU READ THE
17 INSTRUCTIONS, YOU WILL UNDERSTAND THAT IS WHAT YOU
18 HAVE TO TRY. THAT IS THE LAW YOU HAVE TO APPLY TO
19 THE FACTS. SO NOW YOU ARE GOING TO GO OUT AND THEN
20 YOU WILL BE INUNDATED WITH EXHIBITS AT SOME TIME OR
21 ANOTHER.

22 FIRST THING YOU SHOULD DO THOUGH AS A
23 JURY IS TO SELECT A FOREPERSON. THAT PERSON HAS
24 WHATEVER DUTIES YOU WISH TO GIVE TO HIM OR HER. BUT
25 HIS OR HER PRIMARY RESPONSIBILITY TO THE COURT IS TO

1 ANNOUNCE THE VERDICT WHEN YOU ARRIVE AT THE VERDICT.
2 THE VERDICT MUST BE UNANIMOUS AS TO EACH AND EVERY
3 PLAINTIFF. AGAIN, THE MANNER IN WHICH YOU
4 DELIBERATE IS TOTALLY UP TO YOU AND I WON'T OFFER
5 ANY SUGGESTIONS TO YOU OTHER THAN TRY TO GET AN
6 ORDERLY PROCESS ORGANIZED WHILE YOU ARE DOING IT.
7 BUT THERE IS A LOT FOR YOU TO DO, A LOT OF PEOPLE TO
8 CONSIDER AND YOU GUYS HAVE BEEN GREAT HERE AS
9 JURORS. YOU HAVE BEEN EVEN BETTER THAN THE LAWYERS.
10 YOU HAVE BEEN WELL BEHAVED AND PAID ATTENTION. I
11 OBSERVE THOSE THINGS. THAT IS PART OF THE THING I'M
12 LOOKING AT, LOOKING AT THE EIGHT OF YOU AND IT HAS
13 BEEN A LONG TRIAL IN SOME RESPECTS.

14 BUT THANK YOU FOR YOUR ATTENTION. NOW
15 MR. HIGGINS WILL DEAL WITH THAT.

16 MS. SMYLIE: YOUR HONOR, WE DO HAVE
17 EXHIBITS TO INTRODUCE. BOTH SIDES HAVE TAKEN YOUR
18 RULINGS YESTERDAY, AND DISCUSSED THE EXHIBIT LIST.
19 SO WE DO HAVE THEM READY TO SUBMIT AND WE HAVE
20 BINDERS OF THE EXHIBITS FOR YOUR HONOR.

21 MR. QUINN: ON THE SUBJECT OF
22 COMPLIMENTS, NEEDLESS TO SAY NEITHER SIDE AGREES
23 100 PERCENT WITH YOUR RULINGS. BUT I DO WANT TO SAY
24 ONE THING, AND I KNOW MR. GODFREY AGREES WITH ME IS
25 THAT THERE HAS NEVER BEEN A TIME IN THE TIME I HAVE

1 BEEN INVOLVED IN A CASE THAT I DIDN'T THINK THAT
2 YOUR PARAMOUNT OBJECTIVE WAS TO BE FAIR.

3 MR. GODFREY: I AGREE.

4 MR. QUINN: THAT IS NOT ALWAYS THE
5 CASE.

6 I SEE THAT YOU HAVE YOUR EYE ON THAT
7 BALL AND --

8 THE COURT: THAT IS THE HARD PART ABOUT
9 BEING A JUDGE, HARD TO BALANCE, ESPECIALLY CASES
10 LIKE THIS.

11 IS THERE ANYTHING THAT WE HAVE TO --

12 MR. MARSTON: NO, NO OBJECTION.

13 THE COURT: OKAY, GOOD. SEE YOU LATER.

14 (JURY OUT.)

15 (COURT ADJOURNED AT 3:00 P.M.)

16
17 I CERTIFY THAT THE FOREGOING IS A
18 CORRECT TRANSCRIPT FROM THE RECORD OF PROCEEDINGS IN
19 THE ABOVE-ENTITLED MATTER.

20

21 DATE SUZANNE R. WHITE

22 OFFICIAL COURT

23 REPORTER

24

25

1 I N D E X

2	CLOSING STATEMENTS	PAGE
3	BY MR. GODFREY	3
4	BY MR. QUINN	93
5	BY MR. GODFREY (REBUTTAL)	152
6		
7	JURY CHARGE	188

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

<div>\$</div>	55:11, 60:13, 63:19, 69:2, 71:2, 73:9, 75:20, 79:9, 96:16, 102:10, 124:8, 124:12, 129:15, 154:21, 157:2, 175:23, 177:19, 183:19, 184:7, 194:15 1,199,300 [1] - 56:20 1.2 [6] - 13:6, 13:8, 27:2, 52:21, 55:4, 79:13 1.276 [1] - 55:15 10 [9] - 1:9, 5:19, 10:13, 12:22, 16:21, 106:24, 142:19, 142:20, 177:19 100 [12] - 10:25, 109:2, 109:3, 109:5, 109:9, 109:12, 109:21, 109:24, 139:1, 158:9, 158:10, 200:23 103,000 [1] - 42:23 104 [1] - 17:14 106 [1] - 29:18 107 [1] - 41:3 110 [1] - 56:22 113 [1] - 153:19 114,000 [1] - 57:9 12 [5] - 16:21, 50:12, 92:13, 92:14, 155:25 120,000 [1] - 50:12 12TH [1] - 14:6 13 [15] - 12:21, 24:6, 32:12, 62:5, 76:18, 77:19, 101:17, 101:18, 101:21, 126:5, 126:6, 128:22, 156:1, 158:21, 165:17 1354 [1] - 20:12 14 [1] - 174:22 1400 [1] - 2:3 141,000 [1] - 82:17 148 [1] - 36:21 148,000 [1] - 36:17 15 [4] - 39:8, 135:14, 187:25, 192:15 150 [1] - 10:25 150,000 [1] - 35:4 152 [1] - 202:5 15TH [2] - 94:7, 100:6 16 [2] - 1:8, 23:12 160 [1] - 23:11 161 [1] - 23:12 16TH [1] - 100:13 17,000 [6] - 35:20, 35:25, 36:5, 36:11, 36:15, 36:20 1701 [1] - 1:16 1735 [1] - 2:19 175 [1] - 123:11 18 [2] - 41:16, 41:18 180,000 [1] - 40:5 1800S [1] - 20:25 185 [1] - 109:8 1864 [1] - 20:21 1865 [1] - 20:21 188 [1] - 202:7 19 [4] - 19:6, 19:8, 153:19, 189:22 19103 [3] - 1:17, 2:14, 2:19 19106 [1] - 1:21 192 [1] - 19:6 193 [1] - 19:6 1980 [1] - 39:12 1986 [1] - 36:24 1989 [1] - 23:16 1990 [2] - 17:24, 40:8 1990S [1] - 121:8 1997 [1] - 45:18 1998 [2] - 84:25, 185:22 1999 [12] - 5:19, 15:16, 29:8, 40:9, 69:9, 124:2, 133:8, 142:14, 142:23, 143:7, 176:9, 178:9 1ST [2] - 63:7, 176:20	143:2, 143:7, 143:10, 177:19, 178:14, 179:16 2008 [1] - 74:20 201 [3] - 66:18, 165:9, 186:4 2015 [1] - 1:8 202 [3] - 66:22, 165:9, 186:5 207 [1] - 5:20 208 [1] - 29:8 209 [1] - 42:6 20TH [1] - 176:16 211 [1] - 24:6 211:22 [1] - 24:4 213 [1] - 14:2 213:6 [1] - 24:4 215)627-1882 [1] - 1:22 22 [1] - 24:7 23RD [1] - 84:10 24 [1] - 153:20 25 [2] - 23:12, 81:19 25,000 [1] - 57:5 250 [1] - 46:23 256,250 [1] - 51:2 25TH [1] - 177:16 26 [1] - 153:1 262 [1] - 48:17 263 [1] - 48:19 264 [1] - 49:5 265 [1] - 49:6 266 [1] - 49:11 267 [1] - 49:16 27 [2] - 153:1, 153:19 28,000 [1] - 82:9 2:00 [2] - 152:11, 152:12	31ST [1] - 31:21 324 [1] - 155:20 330,000 [2] - 45:21, 45:22 34 [1] - 153:19 345 [2] - 177:21, 179:7 345,093 [2] - 52:2, 57:2 347 [1] - 181:15 348 [2] - 163:17 35 [1] - 188:19 351 [2] - 172:5 351,000 [1] - 154:17 353 [1] - 173:9 354 [2] - 177:22, 178:1 357 [2] - 163:17, 163:18 371 [1] - 109:19 374 [1] - 176:6 376 [2] - 178:4 377 [1] - 178:15 381 [1] - 171:19 386 [1] - 171:19 3:00 [1] - 201:15 3RD [2] - 10:14, 14:1
	<div>2</div>	<div>4</div>	
	<div>2</div> <div>[11] - 33:6, 42:22, 52:14, 63:22, 96:16, 124:14, 125:2, 129:15, 183:10, 183:14, 194:16 [5] - 24:23, 25:10, 81:18, 107:2, 177:18 [1] - 37:10 [13] - 11:12, 14:6, 15:17, 15:19, 19:12, 69:9, 75:22, 133:8, 141:15, 176:16, 176:25, 177:12, 192:9 [1] - 2:4 [12] - 2:13, 15:21, 31:21, 44:12, 63:3, 63:5, 63:7, 75:22, 177:3, 177:13, 177:14, 192:11 [7] - 70:3, 75:22, 141:23, 177:14, 177:16, 178:7, 179:15 [7] - 75:23,</div>	<div>3</div> <div>[10] - 57:12, 73:10, 80:24, 81:1, 96:16, 125:3, 129:15, 157:3, 194:16, 202:3 3,419,797 [1] - 42:7 3,574,509 [1] - 66:22 3.1 [1] - 162:19 3.4 [1] - 42:10 3.5 [9] - 6:9, 66:16, 77:13, 78:17, 78:20, 79:2, 88:1, 186:3, 186:4 3.574 [1] - 66:25 30 [2] - 40:14, 53:11 300 [1] - 2:9 308 [1] - 68:6 31 [1] - 177:2 319 [1] - 109:17</div>	<div>4</div> <div>[8] - 14:18, 42:22, 45:16, 45:17, 61:19, 125:9, 155:25, 159:1 40,000 [1] - 45:16 400 [1] - 45:17 401(K) [1] - 53:4 401(K) [1] - 58:24 41 [1] - 166:19 4100 [1] - 2:14 415 [1] - 109:23 419 [1] - 38:4 42,000 [1] - 82:16 42,462 [2] - 82:12, 82:13 425,700 [1] - 68:16 430 [1] - 75:7 430,000 [1] - 72:25 432 [1] - 72:5 438,603 [1] - 71:6 44:7 [1] - 10:13 45 [1] - 152:9 47,000 [1] - 74:23 48 [8] - 61:13, 143:6, 143:9, 179:22, 179:23, 180:3, 180:8, 180:9 4951 [1] - 61:19</div>
<div>,</div>			
<div>'82</div> [1] - 49:7 <div>'94</div> [2] - 24:21, 36:24 <div>'95</div> [1] - 55:15 <div>'99</div> [8] - 55:15, 75:22, 176:13, 176:15, 176:18, 177:11, 177:25, 179:22			
<div>0</div>			
<div>01-3894</div> [1] - 1:6 <div>01-6764</div> [1] - 1:6			
<div>1</div>			
<div>1</div> [30] - 9:11, 44:14, 45:16, 45:17, 48:10, 48:12, 48:14, 49:1,		<div>5</div> <div>[2] - 64:8, 76:8 [3] - 46:23, 73:1,</div>	

AGREEMENTS [4] -

21:20, 77:8, 172:21, 192:9
AGREES [3] - 120:25, 200:22, 200:24
AHEAD [1] - 147:19
AIR [4] - 152:22, 188:14, 188:15, 190:17
AKIN [1] - 2:13
AL [2] - 1:3, 1:6
ALIGN [1] - 177:7
ALLEGE [1] - 193:11
ALLOW [4] - 118:19, 125:1, 126:20, 129:1
ALLOWANCE [4] - 61:14, 126:23, 126:24, 174:8
ALLOWED [3] - 23:7, 69:20, 144:4
ALLOWS [1] - 116:15
ALLSTATE [334] - 1:6, 4:13, 4:17, 5:13, 5:14, 5:17, 6:8, 7:19, 7:20, 7:22, 7:23, 8:3, 8:7, 9:11, 9:20, 13:7, 13:22, 14:6, 14:9, 15:18, 15:20, 15:24, 18:22, 20:5, 23:21, 23:23, 24:14, 25:19, 26:3, 26:8, 27:14, 28:17, 28:23, 28:24, 29:9, 29:17, 31:4, 31:16, 31:24, 32:1, 32:12, 32:17, 33:20, 33:21, 34:11, 37:5, 37:11, 37:18, 38:7, 38:16, 38:21, 39:4, 39:13, 39:14, 39:23, 40:20, 40:25, 41:11, 41:25, 42:19, 42:24, 43:6, 44:22, 45:3, 45:4, 45:6, 46:6, 46:9, 49:17, 49:21, 49:23, 50:3, 50:9, 51:2, 51:11, 51:12, 51:20, 51:22, 51:23, 52:10, 52:12, 52:16, 52:18, 52:22, 53:6, 53:10, 53:15, 53:20, 53:24, 54:2, 54:8, 54:11, 54:14, 54:25, 55:10, 56:13, 56:18, 56:21, 56:24, 57:1, 57:21, 58:9, 58:10, 58:17, 59:1, 60:11, 60:25, 61:14, 62:1, 62:4, 62:22, 63:9, 63:20, 66:19, 67:1, 67:13, 67:24, 68:14, 68:19, 69:15, 71:9, 72:9, 72:14, 72:21, 73:2, 73:15, 73:17, 73:20, 73:24, 74:10, 75:7, 75:21, 76:12, 76:15, 77:1, 77:2, 78:25, 79:1, 79:12, 80:4, 80:11, 80:17, 81:11, 83:6, 83:16, 84:19, 85:8, 85:13, 86:14, 86:16, 86:17, 89:5, 90:3, 90:11, 94:24, 96:15, 99:12, 99:20, 100:14, 100:18, 101:7, 102:1, 102:13, 103:21, 104:1, 106:1, 106:2, 106:10, 106:14, 107:2, 107:3, 107:5, 107:11, 107:15, 107:16, 107:21, 108:18, 108:22, 110:6, 110:10, 110:11, 111:4, 111:8, 111:11, 112:11, 112:15, 113:8, 113:13, 114:19, 116:15, 119:19, 119:21, 120:2, 120:4, 121:4, 121:8, 121:22, 122:15, 122:20, 123:1, 123:3, 123:10, 123:21, 124:20, 125:11, 127:21, 129:22, 129:24, 130:4, 130:16, 131:2, 132:18, 133:21, 133:22, 133:25, 134:5, 134:16, 134:23, 134:24, 135:12, 135:16, 137:2, 137:14, 137:16, 137:20, 137:25, 138:4, 138:5, 138:14, 138:17, 139:8, 139:9, 139:10, 139:25, 140:8, 140:25, 141:4, 141:10, 143:3, 144:4, 145:17, 145:18, 146:1, 146:11, 146:16, 146:21, 147:8, 149:11, 151:12, 151:16, 152:2, 154:12, 155:4, 155:6, 156:10, 156:22, 157:25, 158:10, 158:11, 158:14, 158:25, 161:1, 162:2, 162:12, 163:4, 163:19, 163:24, 165:8, 165:11, 166:8, 166:25, 167:8, 168:14, 168:16, 168:17, 168:19, 169:1, 169:3, 169:7, 169:8, 169:16, 170:4, 170:6, 170:25, 171:3, 171:4, 171:21, 171:22, 172:3, 172:17, 172:20, 172:24, 172:25, 173:24, 173:25, 174:7, 174:8, 174:11, 174:25, 175:10, 175:11, 175:15, 176:2, 176:7, 180:20, 181:1, 183:9, 183:14, 183:17, 183:19, 184:6, 185:4, 186:4, 186:8, 186:18, 186:20, 187:3, 187:9, 188:1, 188:2, 188:4, 188:7, 192:9, 192:10, 193:12, 193:15
ALLSTATE'S [19] - 35:22, 35:25, 44:8, 48:21, 61:20, 74:3, 81:8, 103:16, 113:23, 121:24, 132:9, 132:10, 134:4, 137:7, 138:17, 157:18, 163:4, 172:18, 174:10
ALMOST [16] - 7:25, 8:1, 9:15, 10:18, 30:1, 30:5, 30:13, 60:7, 60:13, 62:10, 98:18, 105:21, 105:23, 153:1, 157:15, 187:15
ALONE [6] - 64:3, 65:22, 164:10, 164:11, 164:17, 196:6
ALTERNATIVE [13] - 15:12, 19:22, 64:19, 64:20, 64:21, 66:23, 72:5, 73:14, 90:19, 92:10, 97:22, 98:6, 98:13
ALTERNATIVES [2] - 62:11, 66:8
AMBIENT [1] - 152:22
AMENDMENT [1] - 115:14
AMERICAN [2] - 36:13, 165:23
AMERICANS [2] - 48:3, 185:6
AMOUNT [14] - 42:4, 55:6, 56:19, 60:17, 65:4, 82:18, 87:3, 104:10, 113:2, 143:12, 166:1, 174:9, 183:11, 195:7
AMOUNTS [1] - 42:7
AMUSING [1] - 12:19
ANALOGY [1] - 41:8
ANALYSIS [5] - 95:14, 103:12, 119:12, 123:6, 196:12
ANALYZED [1] - 17:16
ANGRY [5] - 20:7, 39:25, 40:3, 40:16, 40:17
ANNIVERSARY [1] - 145:21
ANNOUNCE [1] - 200:1
ANNOUNCED [9] - 5:18, 100:7, 128:17, 133:5, 141:23, 142:24, 145:13, 146:12, 150:12
ANNOUNCEMENT [2] - 142:5, 145:6
ANNOUNCING [1] - 142:3
ANSWER [13] - 14:13, 19:14, 19:20, 21:11, 22:2, 26:4, 47:14, 56:4, 106:13, 145:10, 146:20, 156:13, 176:20
ANSWERS [3] - 22:10, 25:24, 29:18
ANYPLACE [1] - 182:6
ANYWAY [6] - 42:12, 47:16, 48:12, 49:2, 83:10, 92:25
APART [1] - 99:25
APOLOGIZE [2] - 132:20, 166:13
APPEAR [1] - 4:3
APPEARANCE [1] - 194:11
APPEARANCES [2] - 1:12, 2:1
APPLE [1] - 41:7
APPLICATION [2] - 67:13, 191:7
APPLIED [5] - 61:11, 70:19, 76:5, 172:1, 180:23
APPLIES [2] - 120:2, 126:24
APPLY [17] - 21:24, 22:1, 28:5, 28:6, 28:12, 75:20, 82:5, 128:6, 128:14, 149:4, 167:12, 167:14, 171:12, 171:17, 171:21, 190:6, 199:18
APPOINTED [1] - 18:8
APPRECIATE [2] - 4:21, 86:2
APPROACH [1] - 106:11
APPROACHED [1] - 169:21
APPROPRIATE [1] - 192:21
APPROVAL [3] - 115:11, 167:10, 167:16
APPROVED [4] - 120:15, 120:25, 142:22, 179:18
APPROVES [1] - 120:20
APRIL [3] - 141:14, 176:16, 176:25
AREA [1] - 25:9
ARGUE [4] - 71:3, 81:14, 85:16, 169:12
ARGUED [3] - 180:12, 180:25, 195:25
ARGUES [2] - 194:9, 194:12
ARGUING [1] - 135:15
ARGUMENT [18] - 3:7, 33:15, 90:13, 91:7, 93:12, 96:10, 96:11, 98:16, 105:1, 105:2, 134:6, 135:13, 135:20, 139:13, 155:1, 179:3, 179:24, 181:5
ARGUMENTS [4] - 3:6, 61:6, 61:9, 159:13
ARRIVE [1] - 200:1
ASIDE [8] - 15:14, 121:3, 127:19, 127:24, 165:24, 180:13, 186:12
ASSESS [2] - 185:17, 197:1

ASSESSMENT [1] - 16:4
ASSIGNED [1] - 48:15
ASSUME [6] - 71:5, 109:2, 109:11, 141:8, 150:20, 159:23
ASSUMED [1] - 56:24
ASSUMES [2] - 99:20, 99:21
ASSUMING [1] - 135:17
ASSUMPTIONS [1] - 109:18
ASSUREDLY [1] - 89:5
AT-WILL [17] - 98:17, 98:25, 99:2, 99:3, 99:5, 99:9, 99:13, 99:22, 99:23, 103:17, 114:22, 115:20, 119:1, 119:10, 119:17, 121:2, 121:6
ATTEMPT [2] - 29:20, 156:8
ATTEMPTS [1] - 33:25
ATTEND [1] - 155:1
ATTENTION [2] - 200:10, 200:14
ATTORNEYS [1] - 198:16
ATTRACTIVE [1] - 6:1
AU [1] - 155:24
AUGUST [8] - 15:21, 44:11, 63:3, 63:5, 63:7, 142:14, 176:13, 192:11
AUTO [3] - 178:16, 178:17
AVAILABLE [4] - 97:12, 145:10, 146:10, 146:19
AVERAGE [4] - 57:3, 57:4, 67:21, 154:15
AVOID [6] - 73:10, 98:11, 101:13, 102:25, 139:5, 157:3
AWARE [1] - 193:24
AWARENESS [1] - 193:9
AWFULLY [1] - 182:16

B

BACKDATED [1] - 74:7
BACKDATING [1] - 74:6
BACKWARDS [1] - 18:16
BAD [5] - 42:8, 71:22, 71:25, 101:12, 189:6
BALANCE [2] - 15:19, 201:9
BALL [2] - 116:8, 201:7
BALLARD [1] - 2:18
BANDY [4] - 79:17, 81:5, 157:10, 183:23
BANK [1] - 32:9
BAR [2] - 198:21, 199:13
BARGAIN [14] - 33:21, 49:24, 54:12, 60:11, 85:13, 86:14, 86:15, 104:19, 105:20, 155:7, 155:8, 156:25, 188:3, 188:5
BARRIER [1] - 94:6
BASE [34] - 10:4, 30:4, 32:5, 32:13, 41:4, 60:19, 60:20, 60:21, 62:3, 69:19, 69:20, 97:22, 97:23, 98:5, 98:10, 101:10, 122:24, 126:4, 126:5, 126:9, 126:20, 129:16, 129:25, 130:24, 131:23, 132:11, 138:7, 139:6, 144:23, 147:4, 149:17, 151:5, 151:7
BASED [12] - 10:15, 16:4, 66:20, 92:18, 94:16, 94:17, 94:18, 159:13, 160:1, 189:18, 196:9, 196:16
BASIC [9] - 40:24, 51:9, 66:18, 69:21, 75:13, 76:9, 86:21, 112:16, 154:2
BASING [1] - 193:10
BEAR [2] - 195:22, 196:15
BEARS [2] - 194:3, 194:16
BEAT [1] - 135:12
BEATEN [2] - 138:23, 138:25
BEATING [1] - 139:3
BEAUTY [1] - 56:6
BECAME [3] - 20:16, 23:5, 24:3
BECOME [17] - 5:24, 23:9, 23:14, 23:17, 23:19, 23:24, 24:13, 24:15, 40:10, 133:6, 143:15, 161:13, 165:1, 165:3, 165:5, 184:20, 185:4
BECOMES [2] - 169:22
BED [2] - 95:22, 95:23
BEDROOM [1] - 95:21
BEEF [1] - 14:8
BEGIN [3] - 3:6, 169:20, 177:4
BEGINNING [2] - 143:2, 190:3
BEGUN [1] - 142:4
BEHALF [2] - 157:18, 188:7
BEHAVED [1] - 200:10
BEHIND [5] - 39:1, 67:5, 69:16, 157:15, 163:6
BELICHICK [1] - 12:2
BELIEF [1] - 114:10
BELIEVABILITY [1] - 197:24
BELIEVES [2] - 60:8, 169:1
BELONGED [2] - 41:11, 41:25
BELONGING [1] - 111:7
BENCH [1] - 18:11
BENEFICIAL [1] - 77:15
BENEFIT [9] - 33:23, 56:23, 62:20, 121:10, 122:17, 128:8, 156:24, 172:19, 195:14
BENEFITS [42] - 9:23, 38:10, 38:13, 42:17, 44:20, 44:22, 52:22, 53:1, 53:18, 57:17, 58:24, 67:19, 69:3, 77:18, 78:8, 80:15, 81:9, 86:8, 86:9, 86:13, 100:8, 100:19, 101:15, 101:21, 102:4, 104:4, 122:15, 122:21, 124:11, 124:18, 129:21, 131:4, 132:9, 140:16, 140:22, 145:8, 146:8, 158:20, 158:21, 160:24, 195:19
BEST [12] - 34:9, 34:12, 47:25, 64:16, 78:2, 81:2, 84:4, 114:7, 150:1, 154:19, 183:2, 184:25
BET [2] - 11:24, 11:25
BETTER [4] - 116:23, 124:19, 177:7, 200:9
BETWEEN [10] - 40:8, 96:20, 97:1, 125:21, 133:5, 133:7, 143:4, 146:25, 147:12, 151:25
BEYOND [3] - 191:4, 191:7, 191:9
BIAS [2] - 189:14, 197:13
BIG [10] - 14:17, 20:11, 29:14, 44:9, 99:17, 100:11, 104:5, 126:17, 150:9, 151:11
BILL [1] - 12:1
BILLS [3] - 69:21, 126:2, 149:19
BIND [1] - 123:18
BINDERS [1] - 200:20
BIT [9] - 107:22, 108:10, 115:23, 137:9, 166:13, 180:22, 188:13, 189:7, 190:22
BLACK [1] - 112:13
BLOCK [2] - 20:11
BLOW [2] - 96:3, 104:25
BOARD [10] - 4:19, 45:2, 74:2, 74:4, 85:11, 115:17, 118:15, 123:6, 123:7, 168:12
BOATLOAD [2] - 185:1, 186:14
BOCKIUS [1] - 1:16
BODY [1] - 16:12
BOLD [2] - 14:17, 14:19
BOND [1] - 68:21
BONUS [5] - 43:7, 46:20, 72:24, 83:13, 178:20
BONUSES [2] - 178:21, 178:22
BOOK [78] - 12:6, 12:8, 18:14, 19:12, 19:24, 21:1, 32:21, 32:23, 33:1, 33:4, 34:10, 34:23, 35:1, 35:6, 36:17, 36:20, 36:21, 37:22, 37:24, 39:7, 39:21, 41:5, 41:14, 41:24, 42:6, 43:8, 43:10, 45:14, 46:21, 46:22, 50:9, 50:10, 50:21, 52:5, 52:15, 52:19, 54:23, 55:13, 58:10, 58:15, 58:18, 59:10, 71:3, 71:19, 71:20, 72:25, 75:6, 83:14, 83:15, 100:9, 100:21, 101:16, 108:16, 108:17, 108:25, 110:1, 111:15, 112:10, 124:22, 130:8, 130:11, 130:12, 130:13, 150:17, 151:12, 151:15, 158:1, 158:4, 159:20, 160:18, 161:16, 163:21, 170:11, 173:23, 174:2, 175:18, 183:25
BOOKLET [2] - 8:24, 13:25
BOOKLETS [1] - 29:16
BOOKS [7] - 41:25, 42:3, 42:5, 43:12, 68:16, 73:1, 110:10
BORED [2] - 85:19, 166:11
BOSS [1] - 148:21
BOTHER [1] - 70:14
BOTTOM [3] - 19:7, 142:21, 170:4
BOUND [9] - 35:10, 44:2, 47:13, 54:13, 54:16, 64:4, 67:6, 67:7, 161:4
BOX [14] - 29:14, 29:15, 29:20, 100:13, 100:14, 100:15, 101:9, 101:13, 101:20, 102:13, 127:8, 129:5, 129:10
BOY [2] - 13:5, 25:17
BOYD [11] - 28:18, 28:25, 57:13, 79:16, 79:25, 80:1, 153:8, 157:5, 157:6, 183:21
BOYD'S [1] - 82:18
BOZEMAN [1] - 4:20
BRAKEMAN [1] - 58:3
BRAKES [1] - 70:25
BREACH [1] - 105:11
BREADWINNER [1] - 132:7
BREAK [4] - 89:15, 89:17, 152:9, 152:14
BREATH [1] - 60:7
BRIAN [1] - 1:14

BRIDGE [2] - 50:6, 146:7
BRIEF [2] - 189:8, 189:9
BRIEFLY [3] - 89:22, 139:20, 145:3
BRIGHT [3] - 68:9, 68:11, 183:6
BRIGHTER [1] - 96:4
BRILLIANT [1] - 124:7
BRING [8] - 32:7, 50:23, 50:24, 71:23, 95:7, 107:5, 115:6, 167:4
BRITISH [1] - 22:4
BROAD [1] - 177:5
BROCHURE [3] - 169:18, 169:19, 169:21
BROCHURES [1] - 24:22
BROOKLYN [1] - 50:6
BROUGHT [7] - 10:17, 63:2, 81:4, 157:9, 160:6, 192:10, 198:25
BROUSSARD [1] - 153:11
BUCKET [5] - 17:19, 27:9, 29:23, 30:21, 30:23
BUCKETS [3] - 17:14, 17:17, 29:7
BUCKWALTER [6] - 1:11, 16:3, 27:13, 41:21, 94:1, 105:6
BUCKWALTER'S [1] - 5:6
BUFFETT [3] - 36:2, 36:23, 92:16
BUILD [3] - 102:5, 108:16, 110:1
BUILDING [5] - 25:4, 25:11, 56:6, 111:15, 151:11
BURDEN [15] - 3:9, 25:6, 27:15, 27:17, 27:23, 27:25, 63:12, 94:24, 191:1, 191:2, 191:15, 191:18, 191:23, 194:3, 194:16
BUS [2] - 147:20, 147:24
BUSINESS [108] - 12:6, 12:8, 18:14, 18:23, 19:12, 19:19, 19:24, 21:15, 31:23, 32:21, 32:23, 33:1, 33:4, 33:10, 33:18, 34:10, 34:23, 35:6, 36:17, 36:21, 37:7, 37:15, 37:23, 37:24, 39:7, 39:21, 41:6, 41:15, 41:18, 41:25, 42:3, 42:5, 42:7, 43:5, 43:8, 43:10, 43:12, 45:3, 45:15, 46:5, 46:21, 46:23, 50:9, 50:21, 51:23, 52:6, 52:15, 54:23, 55:13, 57:18, 57:24, 58:2, 58:10, 58:15, 58:19, 59:11, 59:12, 65:3, 67:12, 68:17, 69:5, 71:3, 71:19, 71:20, 72:10, 72:22, 72:25, 73:1, 75:7, 76:24, 81:4, 83:1, 83:14, 83:15, 83:24, 90:11, 100:9, 100:21, 108:16, 108:17, 112:18, 113:5, 113:21, 114:1, 114:2, 114:3, 130:2, 130:11, 142:20, 158:1, 158:4, 159:21, 160:18, 161:16, 161:18, 163:21, 170:12, 171:6, 171:7, 173:23, 173:24, 174:2, 175:18, 176:3, 177:8, 183:25, 195:6
BUSINESSES [2] - 42:1, 43:14
BUSINESSMAN [2] - 13:4, 78:5
BUY [4] - 43:9, 46:22, 72:25, 83:14
BUYING [2] - 43:12, 54:17

C

C.A.T [1] - 1:23
CANCELLED [2] - 84:14, 84:15
CANNOT [8] - 19:21, 25:22, 84:24, 85:3, 118:11, 120:14, 143:22, 185:24
CAPTURE [2] - 88:18, 88:23
CAPTURES [1] - 50:7
CARD [2] - 8:2, 8:16
CARE [2] - 48:13, 48:25
CAREER [9] - 34:24, 39:13, 44:25, 54:5, 70:7, 102:24, 129:21, 129:24, 149:18
CAREERS [2] - 122:20, 122:23
CAREFUL [1] - 106:14
CAREFULLY [1] - 59:15
CAROLINA [4] - 51:15, 53:9, 56:8, 57:5
CAROLINE [1] - 2:24
CARS [1] - 147:17
CASE [55] - 3:9, 4:13, 5:13, 7:15, 7:19, 7:23, 8:1, 8:2, 8:3, 15:21, 16:16, 27:16, 57:2, 60:20, 62:19, 62:21, 62:24, 63:17, 91:5, 96:13, 96:17, 97:1, 99:4, 106:2, 116:12, 129:11, 129:13, 132:3, 139:21, 146:23, 149:5, 157:22, 158:10, 159:14, 162:9, 173:19, 183:5, 190:9, 191:2, 191:8, 191:23, 192:8, 192:17, 192:25, 193:10, 194:8, 197:13, 197:15, 197:18, 201:1, 201:5
CASES [7] - 7:16, 94:20, 94:23, 106:25, 131:16, 192:18, 201:9
CASH [15] - 27:2, 33:4, 38:9, 43:15, 46:23, 49:25, 68:16, 73:1, 79:13, 79:16, 83:15, 113:19, 113:21, 186:21
CASHED [8] - 13:8, 33:11, 51:17, 52:15, 57:10, 183:10, 183:14
CASUALTY [1] - 178:18
CATASTROPHE [1] - 56:12
CATCH [4] - 18:17, 23:3, 100:24
CAUTIONED [2] - 170:25, 171:1
CEASING [1] - 122:22
CENTERS [1] - 10:1
CENTRAL [1] - 17:23
CENTURY [2] - 88:6, 88:15
CEO [1] - 168:17
CERTAIN [7] - 4:9, 104:10, 124:10, 127:14, 159:20, 172:6, 193:11
CERTAINLY [1] - 86:20
CERTAINTY [1] - 32:24
CERTIFY [1] - 201:17
CETERA [7] - 18:1, 22:12, 31:10, 70:12
CHAIRMAN [1] - 4:19
CHALLENGE [1] - 83:3
CHALLENGING [1] - 17:7
CHANCE [4] - 3:10, 59:18, 173:12, 175:15
CHANCES [1] - 130:1
CHANGE [22] - 3:20, 53:20, 54:6, 54:9, 58:22, 119:5, 126:16, 128:18, 138:9, 141:1, 141:9, 142:5, 143:1, 147:20, 176:18, 176:19, 178:14, 178:15, 178:16, 178:19, 180:16
CHANGED [5] - 3:18, 44:6, 177:24, 178:13, 180:18
CHANGES [7] - 3:16, 176:10, 176:15, 177:11, 177:12, 177:13
CHANGING [6] - 57:25, 102:7, 139:6, 141:20, 176:23, 177:1
CHARGE [6] - 6:19, 102:17, 179:12, 182:12, 202:7
CHARMING [2] - 17:3, 161:10
CHEAT [1] - 104:20
CHEATED [1] - 21:19
CHECK [7] - 28:20, 28:21, 28:24, 50:3, 101:9, 101:10, 101:13
CHECKED [1] - 101:20
CHECKING [1] - 29:5
CHERRY [1] - 117:15
CHERRY-PICKED [1] - 117:15
CHICAGO [1] - 2:10
CHINESE [1] - 140:1
CHOICE [140] - 15:10, 15:11, 19:22, 21:14, 23:10, 25:16, 27:4, 31:17, 34:2, 34:9, 34:16, 34:21, 39:7, 39:17, 42:17, 47:24, 48:7, 48:9, 52:13, 53:17, 57:10, 59:14, 60:18, 60:23, 61:5, 63:15, 63:17, 63:18, 66:4, 66:7, 66:15, 66:23, 66:24, 68:10, 69:2, 69:7, 69:25, 72:5, 72:17, 72:18, 73:17, 76:14, 76:15, 76:17, 76:19, 77:4, 77:13, 77:14, 77:16, 77:25, 78:18, 78:19, 81:1, 81:7, 81:8, 84:4, 84:17, 87:19, 96:13, 96:20, 96:24, 97:1, 97:3, 97:9, 97:11, 97:13, 98:1, 102:23, 102:24, 103:13, 138:20, 146:23, 146:25, 147:1, 147:3, 147:5, 147:12, 147:18, 147:22, 147:23, 148:5, 148:10, 148:11, 148:12, 148:14, 148:17, 148:20, 149:3, 149:4, 149:9, 154:7, 154:10, 154:17, 156:18, 156:22, 157:2, 157:11, 157:13, 158:7, 158:8, 158:23, 159:6, 160:3, 160:24, 160:25, 161:9, 161:14, 161:21, 161:24, 162:2, 162:3, 162:20, 162:21, 163:1, 163:2, 163:10, 164:2, 164:8, 169:1, 171:2, 171:10, 183:9, 184:10, 184:13, 184:20, 186:6, 186:7, 187:8, 194:8, 194:9, 194:11, 194:14, 196:9
CHOICES [51] - 9:2, 17:17, 27:4, 27:6, 27:7, 31:21, 40:25, 42:14, 46:8, 56:14,

56:16, 61:1, 63:14,
63:16, 64:18, 64:23,
66:12, 66:17, 66:25,
67:23, 72:11, 72:12,
76:20, 77:11, 77:16,
79:7, 87:20, 87:21,
87:25, 89:3, 96:23,
97:4, 98:8, 98:9,
154:1, 154:3,
165:14, 166:5,
169:10, 170:8,
184:11, 184:14,
185:3, 185:5, 185:8,
185:9, 186:2
CHOOSE [18] - 5:24,
23:24, 25:13, 46:14,
61:3, 75:20, 78:12,
78:15, 84:9, 96:14,
147:7, 147:10,
156:9, 156:10,
165:19, 175:4,
184:11, 185:5
CHOSE [39] - 9:2, 9:3,
25:15, 31:18, 42:24,
46:9, 52:9, 57:12,
59:25, 63:19, 63:22,
69:2, 69:5, 72:12,
73:9, 78:1, 80:11,
80:24, 81:1, 83:9,
84:5, 86:5, 87:21,
96:18, 104:2, 155:1,
155:7, 155:13,
156:9, 156:24,
157:2, 160:15,
161:5, 161:8,
169:10, 175:23,
176:1, 183:8, 183:10
CHOSEN [7] - 31:25,
44:14, 76:17, 77:25,
165:14, 165:15,
165:17
CHRIS [1] - 90:15
CHRISTMAS [1] -
86:12
CHRISTOPHER [1] -
2:17
CHUNK [2] - 100:11,
151:11
CHURCHILL [2] -
22:4, 85:5
CIRCUMSTANCE [1] -
125:19
CIRCUMSTANCES
[10] - 64:25, 81:3,
97:24, 119:20,
127:14, 149:8,
194:21, 194:24,
196:9, 196:17
CIRCUMSTANTIAL
[4] - 190:10, 190:13,
190:21, 190:22
CITIZEN [1] - 148:14
CITIZENS [1] - 154:24
CITY [1] - 25:9
CIVIL [4] - 1:3, 7:7,
7:8, 20:18
CLAD [1] - 48:18
CLAIM [5] - 15:6, 15:9,
15:10, 122:5, 168:6
CLAIMED [15] - 35:14,
39:20, 44:24, 45:9,
45:15, 50:8, 60:11,
70:6, 70:12, 70:21,
71:11, 74:22, 81:11,
84:19, 85:6
CLAIMS [32] - 8:11,
10:1, 13:22, 14:7,
14:10, 14:20, 26:3,
27:21, 35:19, 35:25,
36:4, 36:11, 38:21,
39:23, 40:9, 46:23,
47:11, 47:16, 47:17,
49:6, 49:16, 50:11,
54:5, 55:1, 57:1,
74:10, 82:8, 83:3,
98:25, 139:24,
157:20, 198:25
CLAM [1] - 102:9
CLARENCE [5] - 88:6,
88:7, 88:9, 93:21,
182:18
CLARITY [2] - 65:1,
195:3
CLAUSE [3] - 119:5,
144:9
CLEANERS [1] -
131:1
CLEAR [18] - 26:7,
26:10, 53:11, 65:2,
81:15, 99:5, 104:8,
123:5, 127:19,
132:16, 133:4,
134:24, 139:12,
140:5, 140:7,
159:10, 184:1
CLEARINGHOUSE [1]
- 102:14
CLEARLY [4] -
123:21, 149:17,
161:11, 164:25
CLERK [5] - 3:1, 7:3,
7:6, 89:18, 152:16
CLIENT [3] - 4:16,
7:20, 74:8
CLIENT'S [2] - 4:13,
74:7
CLIENTS [2] - 5:2,
188:21
CLIMBING [1] - 94:5
CLINTON [1] - 69:11
CLOCK [3] - 102:15,
164:6
CLOSE [6] - 19:3,
21:16, 39:24, 54:19,
161:18, 163:23
CLOSING [14] - 3:6,
3:7, 4:9, 89:15,
89:24, 93:4, 136:5,
154:5, 155:1,
159:11, 165:22,
189:5, 189:8, 202:2
CLOSINGS [2] - 88:7,
188:17
CM [1] - 1:19
COGNATO [1] - 2:17
COHEN [4] - 176:9,
176:15, 177:3
COIN [1] - 99:11
COINCIDENCE [1] -
106:18
COKE [4] - 130:25,
144:3, 144:25, 145:2
COLEEN [1] - 1:13
COLLEAGUE [1] -
79:17
COLLEAGUES [2] -
79:4, 178:3
COLLECTIVE [6] -
11:17, 16:12, 16:25,
29:3, 78:20, 87:4
COLLEGE [8] - 34:3,
43:19, 71:12, 71:14,
71:17, 73:7, 126:3,
149:21
COMING [1] - 141:9
COMMENT [1] -
173:16
COMMERCIAL [2] -
178:17, 178:18
COMMISSION [37] -
53:20, 53:21, 53:23,
54:9, 75:19, 75:22,
75:23, 102:18,
107:25, 108:1,
108:2, 108:10,
109:3, 109:8,
109:17, 109:20,
109:23, 140:13,
140:17, 141:25,
143:1, 175:22,
175:24, 176:11,
176:18, 176:19,
176:21, 177:11,
177:12, 177:13,
177:24, 178:7,
180:10, 180:16,
180:17, 180:20
COMMISSIONS [28] -
43:7, 46:20, 68:18,
72:23, 83:13, 85:8,
107:24, 109:1,
110:18, 133:19,
134:3, 140:14,
140:23, 140:24,
140:25, 141:8,
141:18, 141:21,
141:24, 142:10,
142:16, 142:18,
143:8, 143:17,
170:14, 176:24,
177:1, 177:18
COMMITMENT [1] -
6:2
COMMON [15] - 9:8,
16:14, 20:2, 20:8,
21:5, 21:7, 30:2,
30:6, 68:12, 77:12,
114:5, 185:13,
185:14
COMPANY [18] - 1:6,
20:6, 40:2, 41:18,
44:9, 81:19, 81:20,
104:3, 115:2, 118:1,
118:6, 118:9,
127:23, 130:6,
145:7, 168:6, 168:7,
176:21
COMPANY'S [2] -
168:3, 168:4
COMPARED [4] -
16:24, 17:21, 59:15,
158:24
COMPARISON [3] -
151:3, 151:23,
151:25
COMPENSATED [1] -
122:14
COMPENSATION [6] -
110:14, 110:25,
111:5, 111:6, 111:9,
177:8
COMPETE [15] - 33:9,
33:16, 75:24, 77:5,
77:8, 79:17, 81:3,
81:6, 86:18, 151:16,
157:8, 173:21,
181:7, 181:11,
183:22
COMPETING [4] -
90:10, 90:16, 91:3,
174:7
COMPETITIVE [3] -
5:15, 169:3, 169:4
COMPETITOR [2] -
90:12, 131:7
COMPLAIN [3] - 46:9,
46:15, 170:22
COMPLAINED [11] -
32:16, 37:17, 42:24,
58:16, 67:24, 72:13,
75:23, 83:6, 83:7,
170:17, 174:9
COMPLAINTS [1] -
14:8
COMPLETELY [3] -
48:13, 94:21, 125:24
COMPLETION [1] -
5:21
COMPLICATED [1] -
196:22
COMPLIED [4] -
49:17, 49:21, 62:19,
62:22
COMPLIMENTS [1] -
200:22
COMPLY [3] - 76:1,
148:15, 159:25
COMPONENT [1] -
111:20
COMPOUND [1] -
109:10
CONCEPT [3] -
108:14, 112:16,
153:2
CONCERN [1] - 53:21
CONCERNED [3] -
59:9, 80:8, 141:17
CONCERNING [2] -
74:5, 197:14
CONCLUDE [1] -
100:1
CONDITION [1] -
91:10
CONDITIONING [1] -
190:17
CONDITIONS [2] -
120:7, 120:9
CONDUCT [3] - 22:21,
88:25, 177:5
CONDUCTED [1] - 7:3
CONFERENCE [1] -
199:13
CONFESS [1] - 139:1
CONFESSION [1] -
138:23
CONFIDENT [1] - 7:10
CONFIDENTIALITY
[1] - 144:8
CONFIRMED [2] -
41:13, 154:22
CONFRONTED [4] -
21:19, 21:21, 21:22,
70:11
CONFUSED [3] - 27:6,
63:16, 184:13
CONFUSING [1] -
199:5
CONNECTION [2] -
143:3, 193:12
CONSCIOUS [13] -

34:9, 39:6, 47:24,
53:16, 59:14, 64:15,
69:2, 72:20, 81:1,
84:4, 157:2, 163:1,
183:1
CONSEQUENCE [6] -
48:7, 61:4, 63:15,
122:24, 184:13,
184:15
CONSEQUENCES
[11] - 27:5, 27:7,
63:14, 63:16, 63:21,
63:22, 77:14, 97:6,
122:24, 138:9, 139:6
CONSIDER [18] - 9:21,
24:24, 81:22,
127:20, 142:4,
175:4, 188:22,
188:23, 189:24,
190:1, 194:19,
195:22, 195:24,
196:13, 196:20,
197:4, 197:24, 200:8
CONSIDERATION [8]
- 8:4, 37:6, 65:17,
92:2, 163:5, 195:17,
198:6, 198:8
CONSIDERED [8] -
10:9, 32:15, 75:17,
79:13, 158:14,
193:18, 196:8,
197:17
CONSIDERING [1] -
111:16
CONSISTS [1] -
189:20
CONSOLIDATION [1]
- 192:20
CONSULT [4] - 9:12,
42:25, 70:4, 80:11
CONSULTED [3] -
12:11, 37:19, 68:8
CONTAINED [1] -
53:19
CONTEMPLATING [1]
- 3:16
CONTEMPORANEO
US [1] - 85:23
CONTENTION [1] -
24:23
CONTEXT [3] -
119:14, 121:19,
121:21
CONTEXTS [1] - 121:5
CONTINUE [9] -
15:24, 34:24, 34:25,
38:6, 63:19, 102:25,
162:7, 176:1, 181:4
CONTINUED [6] - 2:1,
75:5, 77:2, 133:3,
150:19, 165:16
CONTINUES [1] -
109:16
CONTINUING [2] -
134:1, 134:2
CONTINUOUS [1] -
146:2
CONTRACT [74] - 8:6,
12:7, 12:9, 13:9,
18:5, 21:25, 27:17,
35:18, 37:24, 39:15,
39:17, 40:14, 41:12,
45:1, 49:8, 49:12,
49:21, 53:19, 53:22,
54:7, 54:10, 54:24,
70:7, 74:11, 81:12,
81:21, 82:3, 84:10,
84:14, 84:21, 84:22,
85:2, 85:7, 85:9,
85:21, 110:17,
114:18, 114:22,
114:25, 115:1,
115:13, 115:21,
116:14, 117:7,
118:11, 118:22,
118:25, 119:4,
119:6, 119:11,
120:17, 143:6,
143:10, 143:24,
144:8, 166:18,
167:23, 168:8,
169:12, 169:14,
169:15, 169:22,
169:23, 175:17,
179:22, 179:23,
180:3, 180:15,
180:17, 195:20
CONTRACTOR [9] -
40:10, 46:19, 72:23,
74:14, 100:19,
104:3, 124:17,
140:15, 145:9
CONTRACTORS [10] -
5:16, 121:18,
122:19, 140:21,
142:17, 143:16,
172:9, 172:13,
173:5, 173:12
CONTRACTS [24] -
25:21, 49:13, 76:1,
84:15, 85:17, 99:22,
99:24, 110:19,
114:13, 114:14,
114:15, 115:15,
116:1, 117:2,
117:12, 118:17,
121:2, 121:3, 121:6,
165:24, 166:9,
166:14, 169:1, 174:6
CONTRACTUAL [1] -
170:2
CONTRADICT [1] -
113:14
CONTRADICTED [1] -
197:19
CONTRADICTIONS
[1] - 197:25
CONTRADICTIONARY [1]
- 181:5
CONTRAIRE [1] -
155:24
CONTRARY [7] -
16:23, 60:5, 66:5,
136:15, 159:3,
161:14, 180:24
CONTRAST [2] -
57:20, 58:9
CONTRIBUTIONS [2]
- 122:17, 123:13
CONTROL [1] - 55:7
CONTROLLED [1] -
106:1
CONTROLLING [1] -
106:15
CONVERSATION [2] -
39:12, 82:2
CONVERSION [7] -
6:2, 41:3, 41:4,
51:10, 123:9, 141:3,
150:19
CONVERT [7] - 51:11,
51:13, 122:3,
123:18, 123:22,
124:4, 124:17
CONVERTED [1] -
122:18
CONVERTING [3] -
98:7, 121:16, 121:17
CONVEY [1] - 24:12
COOLER [1] - 188:13
COPY [2] - 64:7, 189:9
CORNER [1] - 147:15
CORPORATE [1] -
99:17
CORRECT [3] - 14:10,
35:8, 201:18
CORRECTIONS [1] -
198:17
COST [1] - 55:8
COSTS [1] - 127:25
COUNSEL [7] - 78:3,
78:12, 124:1, 183:3,
186:16, 195:14,
198:20
COUNT [4] - 49:10,
69:17, 163:6, 169:13
COUNTERPARTY'S
[1] - 174:22
COUNTRY [9] - 5:3,
5:5, 6:14, 32:10,
55:23, 59:23, 67:22,
77:22
COUNTS [1] - 186:15
COUPLE [14] - 12:15,
30:22, 50:3, 68:2,
68:5, 76:9, 84:13,
93:16, 95:10, 119:3,
141:22, 146:15,
164:24, 166:6
COURSE [25] - 6:19,
22:2, 30:16, 32:1,
32:7, 34:15, 40:6,
40:12, 41:19, 47:13,
60:23, 61:9, 69:24,
80:10, 82:9, 98:8,
101:6, 116:11,
121:13, 150:24,
158:9, 170:21,
188:22, 190:9, 194:3
COURSES [2] - 71:13,
71:15
COURT [57] - 1:1,
1:20, 3:1, 3:3, 3:14,
3:19, 3:23, 6:17,
6:19, 20:17, 21:1,
24:17, 24:25, 26:5,
26:12, 27:12, 55:24,
56:3, 62:17, 62:23,
66:6, 89:14, 89:18,
89:19, 90:4, 91:6,
91:15, 91:18, 91:22,
92:1, 92:5, 92:17,
92:20, 93:1, 93:3,
93:25, 148:4, 152:8,
152:16, 152:17,
159:18, 181:17,
182:5, 187:13,
187:17, 187:22,
188:9, 188:15,
199:3, 199:8,
199:12, 199:15,
199:25, 201:8,
201:13, 201:15,
201:22
COURTHOUSE [2] -
1:20, 20:10
COURTROOM [5] -
6:15, 8:5, 50:2,
162:23, 190:20
COURTS [1] - 6:14
COVENANT [9] - 33:9,
33:15, 75:24, 77:5,
77:8, 86:18, 173:20,
181:6, 181:11
COVER [2] - 29:21,
111:12
COVERAGE [1] -
111:3
COVERED [4] - 35:23,
35:24, 48:17, 49:5
COVERS [1] - 124:5
CPA [3] - 68:9, 68:12,
183:6
CRAIG [1] - 108:22
CREASE [23] - 8:8,
10:10, 10:17, 10:18,
13:23, 42:14, 45:20,
46:2, 50:23, 76:4,
79:8, 108:22,
108:23, 119:18,
119:19, 119:24,
153:19, 154:19,
154:25, 162:22,
166:20, 167:6,
185:12
CREASE'S [2] - 8:9,
108:21
CREATE [2] - 125:21,
128:10
CREATED [2] -
153:13, 179:13
CREDIBILITY [15] -
17:20, 27:9, 35:14,
39:11, 44:16, 54:4,
60:1, 73:25, 81:10,
94:22, 95:3, 103:16,
185:17, 197:2, 198:9
CREDIT [3] - 133:9,
133:13, 174:24
CREDITED [1] - 58:4
CREWS [30] - 11:20,
18:13, 19:6, 20:5,
21:13, 22:25, 30:25,
33:17, 33:19, 37:9,
38:8, 42:2, 51:15,
57:8, 79:18, 153:9,
153:19, 159:22,
161:10, 168:22,
173:22, 173:25,
175:7, 175:16,
181:7, 184:15,
184:25, 185:2
CRICKET [1] - 132:8
CRIMINAL [1] - 191:8
CRITICAL [4] - 11:14,
99:12, 146:24, 177:8
CRITICALLY [2] -
95:5, 99:4
CRITICIZE [1] - 155:3
CROP [1] - 41:10
CROPS [1] - 41:7
CROSS [19] - 15:2,
16:19, 18:10, 34:18,
35:11, 35:20, 43:24,
67:5, 71:24, 79:23,
144:1, 144:6,
147:21, 156:1,
161:3, 161:6,
166:17, 170:12,
177:23

CROSS-EXAMINED
[3] - 18:10, 144:6,
156:1
CROSSED [3] - 38:25,
69:16, 157:15
CROSSWORD [1] -
133:18
CRUISE [1] - 78:23
CULTURE [1] - 191:6
CURE [1] - 118:14
CURRENT [1] - 4:17
CUSTOMERS [13] -
25:8, 130:7, 130:15,
130:25, 131:1,
143:24, 144:3,
144:5, 144:21,
144:25, 181:19,
182:3
CUT [4] - 124:8,
141:25, 142:1,
143:18

D

DAMAGES [2] - 14:7,
136:22
DARE [2] - 133:13,
174:24
DARROW [7] - 88:6,
88:7, 88:9, 88:20,
88:22, 93:21, 182:18
DATE [7] - 124:10,
133:5, 133:6,
145:13, 146:13,
192:7, 201:21
DATED [2] - 142:14,
142:23
DAUGHTER [2] -
95:19, 152:25
DAVID [1] - 1:15
DAYS [16] - 10:5,
30:16, 31:4, 37:10,
39:8, 40:11, 40:12,
40:14, 46:3, 80:2,
82:24, 88:4, 128:16,
155:24, 171:22,
189:19
DC [1] - 2:4
DEADLINE [1] -
102:23
DEAL [23] - 4:4, 17:17,
19:24, 46:2, 47:14,
47:15, 60:9, 60:14,
62:11, 65:15, 68:13,
71:22, 71:25, 72:7,
73:13, 86:21, 86:22,
95:11, 106:6,
142:10, 200:15
DEALING [1] - 164:5
DEALS [1] - 139:21

DEALT [1] - 10:24
DEATH [1] - 166:11
DEBT [5] - 38:8, 43:5,
46:19, 58:23, 83:12
DECIDE [36] - 5:5, 5:7,
5:9, 15:4, 15:6, 16:1,
16:2, 16:3, 16:4,
34:16, 47:1, 47:2,
48:22, 48:24, 49:4,
50:5, 50:17, 51:19,
55:22, 57:17, 65:15,
68:4, 70:5, 74:21,
81:16, 83:21, 86:25,
94:18, 129:14,
132:14, 141:2,
155:14, 180:6,
188:24, 189:1, 190:6
DECIDED [14] - 18:13,
34:22, 37:22, 42:15,
44:18, 75:17, 79:14,
79:16, 142:18,
143:7, 143:9,
177:24, 183:1, 199:5
DECIDING [3] -
131:10, 196:23,
197:24
DECISION [25] - 27:2,
31:3, 37:10, 72:20,
82:23, 86:22, 141:7,
142:8, 160:2,
163:25, 168:14,
168:15, 168:17,
169:5, 169:6, 170:5,
170:6, 177:17,
185:11, 189:13,
192:23, 193:10,
193:19, 193:25,
194:20
DECISIONS [4] -
64:15, 140:11,
141:16, 183:1
DECISIVE [1] - 94:23
DECLARED [1] -
113:25
DECLARES [1] -
99:22
DEDUCTED [1] - 55:5
DEDUCTIBLE [3] -
55:10, 71:2, 74:24
DEDUCTION [4] -
36:6, 70:24, 74:24,
82:11
DEDUCTIONS [4] -
40:7, 50:14, 76:25,
82:10
DEEP [13] - 30:25,
37:9, 42:13, 45:20,
51:18, 58:13, 67:8,
79:5, 79:8, 79:25,
153:7, 155:17,

186:23
DEFEND [1] - 7:21
DEFENDANT [17] -
3:7, 3:9, 3:10, 7:20,
27:14, 87:8, 191:1,
191:12, 191:15,
191:17, 191:24,
193:4, 193:23,
194:2, 194:3,
194:12, 194:16
DEFENDANT'S [7] -
5:20, 163:16,
163:17, 172:5,
173:9, 186:4, 191:21
DEFENDANTS [3] -
2:11, 2:15, 192:14
DEFENDED [1] - 74:5
DEFENSE [3] - 27:18,
27:22, 157:19
DEFINE [1] - 193:7
DEFINITION [5] -
55:20, 64:8, 108:24,
149:4, 194:5
DEGREE [4] - 34:3,
43:19, 45:2, 157:6
DEGREES [1] - 80:21
DELAY [5] - 63:5,
63:6, 192:6, 192:12,
192:13
DELIBERATE [2] -
126:12, 200:4
DELIBERATION [2] -
65:5, 195:8
DEM [2] - 14:2, 61:19
DEMANDED [1] - 75:2
DEMONSTRATIVE [4] -
172:6, 173:9,
176:6, 181:14
DENIAL [1] - 165:9
DENIES [1] - 194:2
DENIGRATE [2] -
22:6, 148:17
DENTAL [1] - 81:9
DENY [3] - 22:5,
74:12, 107:4
DENYING [3] - 107:7,
125:7, 139:25
DEPART [1] - 119:22
DEPARTED [1] - 33:2
DEPARTING [1] -
41:15
DEPARTURE [1] -
119:24
DEPENDENT [1] -
143:16
DEPOSITION [16] -
12:17, 12:22, 12:25,
35:21, 35:23, 42:25,
47:9, 48:19, 48:23,
70:3, 71:13, 71:14,

75:4, 185:19, 189:23
DESCRIBE [1] - 197:9
DESCRIBED [5] -
62:16, 133:2, 149:6,
149:14, 157:22
DESCRIBING [1] -
8:23
DESIRABLE [1] -
23:25
DESIRED [1] - 144:22
DESK [1] - 133:18
DESPERATE [2] -
17:23, 19:1
DESPITE [2] - 43:25,
169:25
DESTRUCTION [1] -
97:8
DETAIL [2] - 157:22,
198:2
DETERMINATION [1] -
74:2
DETERMINATIONS
[1] - 85:11
DETERMINE [5] -
34:1, 119:20,
193:16, 194:18,
196:16
DETERMINING [3] -
120:9, 194:25, 196:8
DEVASTATING [5] -
97:7, 125:18, 152:4,
159:1, 159:6
DEVELOPING [1] -
129:23
DICTATE [1] - 18:3
DIED [2] - 20:19,
182:19
DIFFERENCE [4] -
27:6, 77:23, 138:21,
147:6
DIFFERENT [15] -
4:10, 7:19, 10:10,
12:23, 21:23, 24:2,
27:11, 27:16, 41:20,
46:18, 63:14, 85:18,
99:10, 125:19,
135:18
DIFFERENTLY [1] -
154:13
DIGNITY [4] - 132:5,
174:13, 174:20,
186:11
DIRE [1] - 7:3
DIRECT [19] - 16:18,
20:18, 20:21, 23:12,
24:10, 32:3, 34:16,
34:22, 43:25, 50:23,
75:8, 92:9, 136:3,
153:17, 153:18,
160:6, 190:10,

190:11, 190:23
DIRECTORS [2] -
123:7, 123:8
DISADVANTAGES [1] -
93:8
DISAGREE [1] - 16:10
DISAGREED [1] - 74:6
DISAGREES [2] -
74:8, 74:9
DISCIPLINARY [1] -
119:23
DISCLOSED [1] -
140:10
DISCRETION [1] -
119:23
DISCUSS [3] - 12:16,
89:21, 190:25
DISCUSSED [7] -
3:18, 3:20, 58:19,
69:4, 86:18, 97:15,
200:18
DISCUSSION [2] -
55:19, 153:10
DISPOSED [1] -
103:18
DISPROVEN [1] -
92:11
DISPUTE [7] - 9:10,
60:10, 110:20,
161:7, 172:3, 172:4,
186:18
DISPUTED [1] - 5:8
DISRUPTIVE [1] - 4:24
DISSENTER [1] -
20:15
DISSENTS [1] - 20:15
DISTANCE [2] - 4:9,
125:21
DISTINCTION [2] -
146:25, 147:11
DISTRACT [1] -
132:18
DISTRACTION [1] -
137:1
DISTRICT [2] - 1:1, 1:1
DIVE [13] - 30:25,
37:9, 42:13, 45:20,
51:18, 58:13, 67:8,
79:5, 79:8, 79:25,
153:7, 155:17,
186:24
DOCUMENT [31] -
4:16, 8:2, 8:3, 18:2,
22:14, 26:18, 65:25,
84:25, 85:1, 85:3,
118:23, 119:6,
137:11, 138:19,
142:13, 142:14,
156:2, 167:19,
176:13, 176:14,

176:24, 177:20,
177:22, 178:1,
178:9, 179:7,
179:13, 179:17,
179:21, 180:4,
185:24
DOCUMENTS [7] -
75:21, 85:24, 106:3,
118:9, 118:21,
119:8, 119:14
DOLLAR [2] - 111:17,
151:17
DOLLARS [11] - 6:5,
6:7, 50:4, 55:2,
113:4, 150:10,
150:11, 150:13,
151:10, 164:25,
184:4
DONALD [1] - 2:24
DONE [23] - 17:8,
48:11, 58:4, 59:6,
60:24, 63:9, 64:12,
87:7, 87:11, 113:8,
123:6, 136:18,
154:12, 159:8,
172:25, 175:19,
187:15, 187:25,
189:16, 192:19,
194:6, 194:8, 197:20
DOOR [2] - 97:16,
108:8
DOORS [1] - 97:7
DOORWAY [1] - 95:25
DOUBLE [1] - 111:17
DOUBLED [1] -
107:11
DOUBT [5] - 148:9,
154:15, 191:4,
191:7, 191:9
DOWN [28] - 18:20,
19:2, 19:13, 19:17,
19:25, 20:10, 20:23,
21:15, 24:11, 39:8,
42:23, 45:5, 52:1,
52:3, 52:5, 54:18,
57:7, 65:13, 67:17,
73:10, 83:3, 103:2,
105:3, 107:11,
141:9, 148:3, 157:3,
168:22
DOWNSIZED [1] -
45:4
DOWNSIZING [1] -
167:2
DRAFT [1] - 64:9
DRAW [2] - 190:24,
198:24
DRAWING [1] - 133:16
DROP [1] - 103:18
DROPPING [1] - 116:8

DTX [3] - 11:10, 14:18,
41:3
DUE [1] - 61:16
DUEL [2] - 17:7,
184:23
DURESS [6] - 15:9,
18:25, 26:15, 103:6,
138:3, 175:8
DURING [11] - 89:23,
90:13, 133:9,
133:19, 136:5,
141:15, 144:1,
145:6, 158:16,
166:17, 177:22
DUTIES [1] - 199:24
DUTY [6] - 148:14,
148:22, 149:2,
188:23, 189:12,
189:16

E

E-MAIL [1] - 29:11
EA [1] - 40:10
EARLY [6] - 42:16,
44:18, 146:3,
160:23, 161:17,
190:20
EARN [1] - 109:1
EARNED [6] - 36:23,
40:8, 60:15, 71:6,
74:25, 82:17
EARNING [2] - 45:18,
186:3
EARS [1] - 94:19
EARTH [1] - 88:17
EASTERN [1] - 1:1
EASY [2] - 194:19,
199:9
ECONOMIC [49] - 8:4,
9:4, 18:13, 18:22,
32:21, 32:23, 33:24,
36:21, 37:6, 42:10,
43:8, 46:21, 48:8,
51:7, 51:12, 52:14,
54:25, 56:12, 57:8,
57:9, 58:18, 64:15,
64:16, 65:18, 66:4,
68:15, 69:11, 71:18,
72:24, 78:2, 83:13,
122:23, 158:7,
158:22, 158:24,
159:4, 159:18,
161:21, 163:5,
164:7, 165:18,
168:25, 169:9,
174:1, 175:17,
183:1, 185:10,
186:21
ECONOMICALLY [4] -

66:13, 68:12, 88:25,
154:7
ECONOMICS [2] -
162:18, 162:19
ED [1] - 4:19
EDUCATED [5] -
14:25, 34:4, 38:18,
59:5, 73:6
EDUCATION [2] -
65:3, 195:5
EDWARD [1] - 2:20
EEOC [1] - 168:23
EFFECT [9] - 90:2,
109:15, 137:18,
140:6, 144:22,
145:25, 169:23,
170:24
EFFECTIVE [5] -
133:6, 143:1,
145:12, 146:13,
177:19
EFFECTIVELY [1] -
77:12
EFFORT [2] - 31:11,
132:23
EIGHT [8] - 29:1, 88:7,
88:12, 154:25,
165:24, 182:18,
188:25, 200:12
EITHER [15] - 14:22,
25:13, 47:14, 50:14,
55:11, 71:5, 72:19,
114:18, 117:24,
135:9, 175:12,
186:21, 190:10,
196:2, 197:4
EKES [1] - 85:4
ELECT [1] - 90:16
ELECTED [1] - 35:6
ELECTION [5] - 8:25,
34:13, 34:15,
137:19, 161:5
ELECTIONS [1] -
160:15
ELEVATED [1] - 18:11
ELIGIBLE [4] - 61:15,
61:22, 61:24, 145:20
ELIMINATING [1] -
5:21
ELLIPSES [1] - 166:16
ELLIS [1] - 2:9
ELOQUENT [1] -
93:19
ELSEWHERE [1] -
145:7
EMERGED [2] - 9:7,
17:19
EMERGES [1] - 22:7
EMPANELED [1] -
28:16

EMPLOYEE [25] -
5:22, 5:24, 23:8,
44:17, 51:14, 77:3,
99:6, 112:9, 119:2,
119:17, 122:22,
128:12, 145:18,
145:20, 145:25,
167:9, 170:14,
170:15, 172:6,
172:7, 172:11,
172:12, 173:11,
195:19
EMPLOYEES [28] -
4:18, 4:19, 61:22,
98:18, 98:25, 99:2,
99:3, 99:13, 103:17,
112:13, 115:15,
119:10, 120:2,
122:13, 122:14,
127:18, 128:6,
133:9, 133:11,
134:2, 146:9,
167:11, 167:13,
167:15, 172:8,
173:3, 173:4, 173:14
EMPLOYEES' [1] -
102:21
EMPLOYER [7] - 18:4,
40:1, 42:8, 107:20,
128:9, 165:4, 165:5
EMPLOYERS [2] -
59:22, 89:10
EMPLOYES [1] -
175:1
EMPLOYMENT [15] -
54:6, 65:20, 70:17,
75:5, 77:7, 84:16,
102:18, 115:2,
117:23, 119:21,
120:7, 120:10,
164:15, 192:9, 196:4
EN [1] - 176:8
ENCAPSULATE [1] -
88:19
ENCOUNTER [1] -
147:13
ENCOURAGED [2] -
65:6, 195:13
END [31] - 5:25, 6:8,
10:20, 10:21, 11:3,
13:19, 22:7, 41:24,
48:20, 49:24, 60:11,
75:17, 82:19, 85:13,
89:1, 91:5, 91:7,
94:25, 104:19,
105:19, 114:23,
155:9, 164:7,
164:13, 179:6,
179:17, 181:14,
182:15, 184:2,

186:2, 187:18
ENDED [4] - 56:19,
121:20, 122:9,
199:14
ENDS [3] - 17:25,
58:8, 78:19
ENGLAND [2] - 12:2,
20:20
ENHANCED [18] -
41:4, 42:23, 52:1,
56:15, 56:16, 56:22,
56:23, 58:12, 58:22,
59:17, 67:17, 79:21,
80:14, 124:23,
145:22, 157:10,
158:5, 183:21
ENLARGE [2] - 8:19,
19:7
ENTERED [8] - 8:12,
12:8, 37:24, 59:7,
77:7, 174:19,
175:17, 182:23
ENTERTAINMENT [1]
- 50:18
ENTIRE [3] - 6:3,
130:16, 163:23
ENTIRELY [2] - 140:8,
184:16
ENTITLE [1] - 146:3
ENTITLED [10] -
28:16, 61:8, 64:22,
82:11, 89:8, 128:3,
157:17, 170:8,
195:20, 201:19
EQUAL [2] - 102:17,
191:14
EQUALLY [1] - 13:12
EQUIPMENT [1] -
56:25
EQUIVALENT [1] -
82:20
ERCOLE [1] - 1:14
ERICA [1] - 2:7
ERISA [1] - 83:7
ERROR [2] - 182:4,
198:18
ESCAPE [1] - 126:20
ESPECIALLY [2] -
154:9, 201:9
ESQUIRE [14] - 1:13,
1:14, 1:14, 1:15,
1:15, 2:2, 2:6, 2:7,
2:7, 2:8, 2:8, 2:12,
2:17, 2:17
ESSENCE [2] - 10:20,
88:19
ESSENTIAL [1] -
108:17
ESSENTIALLY [2] -
11:8, 104:9

ESTABLISH [2] - 4:14, 90:9
ESTABLISHED [10] - 41:16, 41:17, 41:19, 41:21, 41:22, 62:14, 62:16, 62:17, 126:22, 145:16
ESTABLISHES [3] - 28:22, 28:23, 183:7
ESTIMATED [1] - 35:3
ET [9] - 1:3, 1:6, 18:1, 22:11, 22:12, 31:10, 70:12
EVALUATE [5] - 17:13, 21:9, 96:24, 153:25, 187:1
EVALUATED [2] - 43:21, 160:22
EVALUATING [1] - 141:10
EVENT [5] - 102:7, 115:9, 167:5, 167:8, 181:11
EVENTS [2] - 135:15, 192:7
EVENTUALLY [4] - 14:15, 20:16, 95:24, 184:8
EVIDENCE [65] - 4:12, 4:14, 17:13, 28:2, 28:6, 28:12, 28:18, 28:22, 28:23, 28:25, 29:4, 41:20, 66:4, 66:20, 71:5, 87:14, 87:15, 87:19, 90:23, 91:9, 103:14, 106:23, 114:8, 127:19, 135:22, 140:8, 153:5, 153:7, 159:2, 159:3, 159:12, 159:13, 159:14, 159:21, 160:1, 170:19, 182:22, 183:7, 186:22, 187:2, 187:4, 189:18, 189:19, 190:5, 190:10, 190:11, 190:13, 190:21, 190:22, 190:23, 191:3, 191:11, 191:12, 191:14, 191:16, 191:19, 191:20, 193:5, 196:14, 197:17, 197:22
EXACT [2] - 6:9, 143:12
EXACTLY [15] - 30:3, 32:9, 91:1, 94:12, 101:3, 108:15, 121:20, 122:9, 125:11, 129:4, 139:7, 140:6, 143:11, 144:13, 144:18
EXAMINATION [14] - 15:2, 16:19, 34:18, 35:11, 35:20, 43:24, 71:24, 79:23, 144:1, 161:3, 161:6, 166:17, 170:13, 177:23
EXAMINED [3] - 18:10, 144:6, 156:1
EXAMPLE [14] - 10:24, 29:18, 90:15, 106:8, 108:22, 119:17, 138:22, 141:13, 147:14, 147:25, 150:1, 159:16, 190:16, 195:25
EXAMPLES [2] - 18:12, 194:23
EXCEED [1] - 195:19
EXCEEDED [1] - 45:13
EXCEPT [4] - 31:15, 76:3, 84:20, 85:7
EXCEPTION [1] - 128:5
EXCHANGE [20] - 8:7, 22:24, 32:19, 37:4, 38:3, 40:22, 42:10, 47:5, 54:14, 65:19, 67:2, 70:1, 80:13, 85:15, 99:15, 99:19, 143:25, 165:20, 186:14, 195:18
EXCLUSIVE [3] - 5:24, 141:20, 176:23
EXCUSE [3] - 25:6, 151:6, 155:2
EXECUTED [1] - 138:16
EXECUTION [1] - 195:11
EXEMPTION [4] - 171:14, 171:15, 171:16
EXHAUSTIVE [2] - 195:21, 197:4
EXHIBIT [6] - 8:18, 163:17, 172:5, 186:4, 200:18
EXHIBITS [4] - 189:25, 199:20, 200:17, 200:20
EXIST [6] - 25:21, 84:25, 85:3, 174:23, 185:24, 185:25
EXISTED [2] - 194:12, 196:10
EXISTING [4] - 5:22, 33:14, 53:22, 111:6
EXPECT [1] - 176:10
EXPECTED [5] - 74:13, 97:25, 122:14, 127:22, 151:2
EXPENSE [6] - 71:1, 100:20, 114:2, 124:18, 140:22, 174:8
EXPENSES [33] - 25:14, 35:2, 35:23, 35:24, 36:6, 36:9, 40:8, 50:13, 50:17, 50:19, 55:5, 55:11, 70:24, 71:2, 71:4, 74:24, 75:1, 76:22, 76:23, 76:25, 86:5, 100:11, 107:15, 111:12, 113:25, 114:1, 114:3, 140:16, 163:15, 170:23, 170:24, 171:2, 171:3
EXPERIENCE [10] - 4:4, 16:14, 16:15, 21:4, 30:2, 65:4, 87:9, 185:16, 195:6
EXPERIENCED [1] - 75:16
EXPERIENCES [1] - 30:7
EXPLAIN [8] - 19:21, 24:18, 28:1, 33:11, 108:15, 112:12, 134:17, 172:14
EXPLAINED [7] - 26:13, 26:14, 29:13, 44:7, 44:10, 61:10, 101:23
EXPLAINING [1] - 126:18
EXPLAINS [2] - 64:25, 106:17
EXPLORE [1] - 115:23
EXPRESS [2] - 171:14, 171:15
EXPRESSION [1] - 50:5
EXPRESSLY [1] - 120:5
EXTENSION [1] - 52:18
EXTENT [1] - 93:11
EXTRA [2] - 25:6, 165:17
EXTREME [1] - 138:22
EYE [5] - 2:3, 44:5, 86:25, 132:24, 201:6

F

FACE [3] - 120:10, 137:25, 196:3
FACED [4] - 65:24, 129:13, 129:17, 131:4
FACES [1] - 64:1
FACING [8] - 11:9, 32:4, 47:25, 48:6, 55:17, 56:12, 67:18, 149:15
FACT [57] - 5:9, 11:24, 17:15, 28:11, 29:7, 30:21, 30:23, 40:25, 41:1, 41:2, 41:16, 41:18, 41:19, 41:22, 51:9, 51:21, 61:2, 62:16, 62:17, 66:12, 66:18, 70:14, 77:13, 86:9, 86:21, 90:15, 91:18, 97:10, 103:5, 106:14, 118:8, 118:17, 121:8, 127:24, 133:13, 135:21, 135:24, 136:15, 136:24, 140:19, 143:21, 148:2, 149:5, 150:22, 158:2, 158:18, 161:7, 164:11, 170:25, 185:9, 190:14, 190:15, 193:16, 194:3, 194:12, 195:14, 196:10
FACT-SPECIFIC [1] - 28:11
FACTOR [1] - 95:13
FACTORS [9] - 195:2, 195:22, 196:7, 196:13, 196:15, 196:17, 197:3, 198:5
FACTS [40] - 5:8, 9:6, 15:5, 16:4, 27:9, 27:10, 30:22, 30:24, 31:1, 37:2, 41:17, 41:21, 62:14, 75:13, 126:22, 140:9, 140:10, 140:11, 145:16, 153:10, 153:15, 153:20, 153:22, 153:24, 153:25, 154:2, 155:18, 173:22, 190:2, 190:6, 190:7, 190:24, 191:20, 193:9, 193:11, 193:15, 193:22, 196:23, 199:19
FAIL [1] - 116:5
FAILURE [1] - 74:13
FAIR [7] - 95:4, 106:15, 177:9, 180:5, 180:6, 189:13, 201:2
FAIREST [1] - 65:14
FAIRLY [1] - 77:19
FAIRNESS [1] - 9:7
FALL [3] - 103:2, 151:22, 176:17
FALLS [1] - 99:25
FALSE [5] - 73:18, 73:19, 78:9, 144:15, 162:8
FALSEHOOD [1] - 198:3
FAMILIAR [2] - 25:17, 169:19
FAMILY [15] - 18:18, 18:24, 19:3, 19:13, 19:19, 20:19, 20:20, 21:16, 40:16, 79:20, 81:5, 98:2, 102:25, 103:2, 161:23
FANS [1] - 11:25
FARED [1] - 90:24
FARM [2] - 27:1, 132:8
FASHIONED [2] - 132:6, 174:13
FAST [1] - 54:3
FATHER [6] - 68:9, 68:10, 68:11, 69:4, 183:5
FAULT [7] - 24:8, 63:6, 135:3, 135:5, 135:6, 136:23, 192:13
FAULTING [1] - 184:2
FAVOR [5] - 99:1, 191:12, 191:13, 191:14, 191:17
FBI [1] - 18:9
FCRR [1] - 1:19
FEAR [5] - 22:18, 22:20, 84:23, 85:1, 185:24
FEARED [1] - 91:1
FEATURES [2] - 107:12, 112:19
FEBRUARY [1] - 11:11
FEDERAL [6] - 36:6, 62:15, 102:19, 148:3, 170:23, 173:3

FEELINGS [1] - 152:23	FINE [2] - 24:3, 90:17	143:22, 144:22, 168:5	67:13, 108:9, 108:12, 157:14, 175:8, 175:9, 175:13, 175:14, 175:15, 176:2	188:5
FEET [3] - 124:16, 125:2, 133:17	FINEST [2] - 188:18	FOLLOW [4] - 46:14, 46:16, 63:15, 93:22	FORMED [1] - 159:9	FULFILLED [1] - 33:21
FELD [1] - 2:13	FINGERS [5] - 39:1, 67:5, 69:16, 157:14, 163:5	FOLLOW-ON [1] - 63:15	FORMER [11] - 4:18, 4:19, 61:25, 130:25, 131:1, 143:24, 144:3, 145:18, 145:19, 165:4, 165:5	FULL [12] - 9:22, 30:13, 56:24, 62:10, 66:9, 67:19, 77:18, 82:15, 127:5, 193:8
FELL [3] - 58:16, 183:25, 184:1	FIRE [8] - 112:3, 112:20, 116:10, 116:20, 120:18, 120:23, 166:25, 167:1	FOLLOWED [4] - 3:8, 48:16, 49:20, 167:20	FORMIDABLE [1] - 173:17	FULLY [4] - 12:1, 75:15, 127:21
FELT [4] - 103:3, 159:6, 164:11, 178:25	FIRE [13] - 21:18, 61:7, 81:12, 105:12, 105:15, 116:13, 116:21, 117:4, 117:8, 117:9, 120:14, 121:17, 129:8	FOLLOWING [13] - 8:25, 34:13, 69:13, 98:16, 115:10, 121:13, 129:13, 129:17, 137:19, 165:6, 167:10, 176:5, 178:4	FORTUNES [1] - 91:10	FULLY-INFLATED [1] - 12:1
FENCE [1] - 94:25	FIRING [3] - 116:22, 120:15, 120:19	FOLLOWS [1] - 28:17	FORWARD [1] - 76:2	FUNDAMENTAL [1] - 103:12
FERRETING [1] - 34:19	FIRST [29] - 1:20, 3:8, 23:3, 29:24, 33:22, 57:14, 76:10, 84:16, 93:12, 93:16, 93:18, 94:8, 104:11, 108:25, 109:7, 116:3, 119:3, 120:1, 123:11, 155:24, 166:22, 166:23, 177:11, 189:12, 192:4, 194:25, 195:3, 197:5, 199:22	FOOL [1] - 20:23	FOUNDED [1] - 164:5	FUNDAMENTALLY [1] - 48:24
FEW [9] - 9:6, 18:12, 59:22, 67:14, 143:18, 146:12, 146:22, 182:20, 194:22	FISCAL [1] - 55:18	FOOLISH [1] - 66:13	FOUR [24] - 9:16, 17:14, 17:16, 29:6, 31:22, 32:15, 41:1, 69:21, 74:12, 75:13, 78:11, 83:9, 83:25, 87:7, 93:17, 93:18, 109:16, 143:2, 167:11, 167:12, 167:13, 169:9, 175:4, 179:9	FUTURE [14] - 5:19, 22:15, 29:10, 29:14, 108:5, 111:24, 112:1, 114:7, 122:17, 129:6, 129:7, 129:9, 168:16, 176:11
FIFTH [3] - 17:19, 195:13	FIVE [11] - 38:5, 69:21, 95:20, 100:8, 100:12, 100:14, 100:23, 109:19, 154:2, 166:7, 175:25	FOOTBALL [1] - 11:25	FOURTH [3] - 12:15, 77:10, 195:10	FUTURES [1] - 89:9
FIGHTING [1] - 184:22	FIX [5] - 116:5, 116:9, 116:13	FOOTBALLS [1] - 12:1	FRACTION [1] - 101:22	
FIGURE [4] - 59:21, 60:6, 64:10, 107:1	FIXED [1] - 136:22	FORCE [8] - 6:3, 123:17, 123:21, 124:4, 127:4, 162:3, 162:13, 167:2	FRANKLY [2] - 188:16, 192:19	<hr/> G <hr/>
FIGURED [2] - 33:12, 124:3	FLIP [1] - 173:15	FORCED [26] - 23:9, 23:17, 23:19, 24:13, 24:14, 24:15, 30:9, 39:18, 39:20, 49:3, 61:4, 63:23, 64:14, 64:17, 66:2, 76:21, 148:19, 151:4, 152:5, 161:13, 171:3, 184:17, 184:20, 194:7, 194:9, 194:13	FREE [5] - 35:15, 78:15, 111:4, 111:8, 137:18	G.S.A [1] - 190:17
FILE [17] - 11:1, 11:13, 11:16, 17:9, 31:20, 37:15, 42:20, 44:7, 44:11, 46:7, 57:19, 67:14, 80:5, 83:1, 136:9, 156:4, 168:22	FLOOR [3] - 1:20, 2:18, 109:4	FORCIBLY [1] - 122:2	FRIEND [12] - 18:19, 18:24, 19:3, 19:13, 19:19, 39:25, 40:4, 40:16, 79:20, 161:23, 183:22, 183:23	GAME [13] - 8:15, 33:7, 54:17, 95:18, 152:25, 153:2, 153:3, 159:24, 164:13, 179:5, 186:17, 186:18
FILED [5] - 11:5, 15:17, 15:19, 44:9, 102:17	FLUFF [1] - 70:11	FORCING [3] - 25:20, 61:2, 123:9	FRIENDS [5] - 18:24, 21:16, 39:22, 161:19, 185:1	GAMECOCK [1] - 53:8
FLING [1] - 84:5	FOCUS [3] - 57:20, 97:19, 148:20	FORECLOSURE [1] - 131:19	FRIENDS [5] - 70:25, 78:4, 78:14, 155:12, 160:23	GAP [1] - 146:7
FILLED [1] - 67:12	FOCUSED [5] - 59:9, 59:11, 141:20, 176:23, 183:24	FOREGO [1] - 42:16	FRINGE [1] - 122:15	GAS [1] - 70:24
FINAL [9] - 5:4, 45:15, 60:16, 60:19, 75:10, 79:8, 85:10, 86:21, 196:11	FOLKS [21] - 18:6, 52:5, 93:6, 99:16, 112:21, 114:8, 115:18, 123:22, 124:4, 128:20, 129:22, 130:5, 133:11, 133:16, 133:25, 135:24, 140:9, 141:23,	FOREGOING [1] - 201:17	FRONT [3] - 18:2, 20:22, 147:24	GENE [1] - 1:3
FINALLY [12] - 13:12, 30:14, 50:20, 55:24, 82:22, 95:9, 163:8, 164:3, 168:14, 179:6, 181:6, 192:15	FOCUS [2] - 150:8, 158:4	FOREPERSON [1] - 199:23	FRUIT [11] - 41:10, 110:5, 110:7, 110:11, 110:20, 111:10, 112:4, 158:2, 170:9	GENERAL [1] - 124:1
FINANCIAL [29] - 11:9, 32:4, 47:25, 48:6, 55:17, 55:19, 64:1, 64:2, 65:20, 65:21, 65:24, 65:25, 67:18, 91:10, 101:24, 103:1, 111:23, 123:5, 131:13, 164:10, 164:12, 164:15, 164:16, 164:20, 165:2, 196:3, 196:4, 196:5	FORK [1] - 149:15	FORESHADOWING [1] - 27:13	FRUSTRATED [1] - 55:25	GENERALLY [1] - 165:18
FINANCIALS [1] - 32:8	FORM [14] - 22:16, 28:12, 28:13, 28:15,	FORESTALL [1] - 156:6	FUDGE [1] - 95:8	GENERATED [1] - 142:19
			FULFILL [2] - 67:4,	GENTLEMAN [1] - 17:3
				GENTLEMEN [8] - 11:18, 22:19, 54:17, 62:7, 84:13, 137:13, 175:20, 182:11
				GEORGIA [3] - 17:4, 82:23
				GETAWAY [1] - 56:7
				GIVEN [21] - 10:2, 10:3, 10:5, 15:4, 30:14, 31:4, 31:8, 34:11, 45:12, 55:17, 62:11, 64:7, 65:18, 87:3, 101:6, 115:5, 116:4, 116:8,

128:20, 163:21,
195:18
GLASS [2] - 20:11
GLENN [5] - 79:17,
81:4, 81:5, 157:9,
183:23
GLORY [1] - 22:8
GODFREY [42] - 2:6,
3:13, 3:15, 3:22,
3:24, 4:2, 91:14,
91:25, 92:3, 92:7,
92:18, 93:18, 93:22,
94:10, 95:18, 96:8,
97:15, 99:22, 105:4,
110:3, 114:14,
116:17, 117:14,
118:19, 125:7,
133:2, 135:23,
135:24, 150:2,
150:6, 150:13,
150:18, 152:18,
152:20, 187:15,
187:19, 187:24,
199:1, 200:24,
201:3, 202:3, 202:5
GODFREY'S [5] -
89:24, 90:13, 91:12,
94:22, 95:9
GODS [1] - 134:12
GORBIE [1] - 1:14
GOVERNMENT [2] -
102:19, 170:23
GRABBED [2] -
107:21, 147:9
GRACED [1] - 88:17
GRAND [2] - 151:9,
165:10
GRANTED [2] - 7:13,
7:14
GRATEFUL [2] -
93:24, 93:25
GREAT [22] - 4:4,
7:14, 20:13, 20:15,
22:4, 22:5, 30:1,
48:4, 78:22, 88:5,
88:14, 89:10, 94:11,
97:10, 116:22,
149:11, 175:2,
185:14, 188:19,
198:3, 200:8
GREATER [3] - 5:23,
18:21, 117:4
GREATEST [2] -
20:14, 88:17
GREG [1] - 2:23
GROSS [1] - 198:18
GROUND [2] - 9:8,
109:4
GROUP [7] - 61:11,
61:25, 78:20, 128:7,

135:9, 171:16,
171:23
GROW [3] - 43:13,
43:14, 113:5
GROWTH [1] - 5:23
GUARANTEE [2] -
40:13, 136:10
GUARANTEED [3] -
18:6, 18:7, 22:19
GUESS [10] - 40:19,
55:19, 109:6, 120:1,
132:6, 144:11,
144:16, 146:13,
171:20, 189:6
GUESSING [1] -
126:14
GUIDANCE [2] -
106:3, 106:5
GUIDE [2] - 16:9,
120:8
GUIDEPOSTS [1] -
16:11
GUIDES [1] - 16:15
GUMP [1] - 2:13
GUY [8] - 36:2, 38:25,
54:20, 69:23, 80:7,
92:13, 132:6, 174:14
GUYS [4] - 188:25,
196:22, 199:16,
200:8

H

HAIRDRESSER [1] -
57:5
HALF [2] - 141:25,
142:2
HALL [1] - 4:6
HALLWAY [1] - 95:21
HAND [5] - 87:13,
169:11, 169:17,
191:3, 191:16
HANDLE [1] - 13:4
HANDS [3] - 38:25,
134:5, 147:9
HANDWRITING [2] -
22:17, 185:22
HANG [3] - 21:8,
36:10, 187:10
HAPPY [2] - 102:8,
102:9
HARD [5] - 36:19,
59:3, 127:17, 201:8,
201:9
HARIKLIA [1] - 2:8
HARM [1] - 136:20
HARPER [41] - 9:16,
10:23, 11:4, 11:7,
11:12, 17:3, 22:10,
22:16, 26:1, 26:19,

41:5, 45:23, 79:13,
80:1, 82:22, 85:14,
100:5, 100:16,
101:8, 101:12,
101:19, 101:23,
102:6, 102:12,
132:1, 132:5,
132:16, 153:19,
156:1, 156:13,
163:9, 164:3,
168:21, 168:24,
174:13, 177:10,
178:11, 180:19,
184:21, 185:22
HARPER'S [1] - 132:3
HARRISON [1] - 2:23
HARSH [1] - 22:8
HAT [1] - 103:18
HAUER [1] - 2:13
HE/SHE [1] - 111:24
HEADS [1] - 29:11
HEADS-UP [1] - 29:11
HEALTHY [3] - 56:2,
170:19
HEAR [12] - 28:8,
43:10, 63:25, 92:20,
103:7, 106:24,
145:11, 153:6,
153:22, 155:19,
159:14, 176:17
HEARD [49] - 11:6,
15:8, 16:5, 17:16,
17:21, 19:22, 21:17,
22:12, 27:10, 40:11,
57:4, 94:17, 94:19,
100:5, 102:11,
103:5, 103:15,
103:19, 103:21,
104:7, 105:16,
107:10, 112:10,
113:14, 121:7,
121:23, 123:3,
126:13, 131:12,
132:1, 134:8,
141:13, 144:15,
145:3, 145:4, 145:5,
146:17, 150:10,
152:25, 155:22,
168:11, 168:22,
169:12, 172:14,
189:21, 191:4,
191:5, 192:7, 193:1
HEARING [4] - 105:24,
106:18, 106:19,
192:1
HEART [2] - 99:17,
132:13
HEARTFELT [1] -
157:23
HEAVENS [2] - 11:8,

182:17
HECK [1] - 9:15
HEINZ [2] - 2:8, 178:2
HELD [1] - 104:19
HELLO [1] - 4:6
HELP [9] - 17:13,
19:3, 19:13, 19:18,
52:24, 102:1, 102:2,
102:4, 134:15
HELPFUL [1] - 199:6
HELPING [1] - 89:8
HERO [1] - 20:18
HERRING [1] - 180:22
HIDE [2] - 22:6, 29:21
HIGGINS [4] - 7:2, 7:4,
198:12, 200:15
HIGH [1] - 147:18
HIGHER [7] - 43:6,
46:20, 68:17, 72:23,
83:12, 140:24
HIGHLY [2] - 14:23,
14:24
HIMSELF [4] - 13:5,
70:14, 102:23, 113:3
HIRE [1] - 136:25
HIRING [5] - 134:22,
145:4, 145:14, 146:5
HOLD [1] - 33:7
HOLMES [4] - 20:13,
20:14, 20:23, 185:15
HOME [4] - 6:21,
35:15, 113:20,
167:16
HOMES [1] - 136:25
HONEST [1] - 137:20
HONEY [1] - 44:21
HONOR [16] - 3:13,
3:15, 26:11, 38:20,
67:3, 89:4, 90:1,
90:21, 92:4, 92:25,
134:2, 174:18,
187:16, 198:23,
200:16, 200:20
HONORABLE [1] -
1:11
HONORED [1] - 89:6
HOOKED [1] - 143:15
HOPE [5] - 4:25, 5:23,
95:13, 148:8, 152:21
HOPED [2] - 102:19,
122:20
HOPEFULLY [1] -
47:5
HORSE [2] - 27:1,
56:7
HORSES [2] - 40:18,
40:19
HOT [5] - 121:9,
152:20, 182:16,
188:14

HOURS [3] - 88:8,
88:12, 182:18
HOUSE [4] - 54:18,
54:19, 54:21, 113:19
HR [6] - 21:22, 70:11,
85:21, 118:22,
119:18, 120:5
HUGE [1] - 94:4
HUMAN [3] - 21:21,
85:22, 168:5
HUNDRED [2] - 50:3,
164:25
HUNDREDS [2] - 7:15,
163:13
HURDLE [1] - 104:8
HURRY [1] - 147:16
HURT [1] - 101:14

I

I.E [1] - 156:7
IDEA [8] - 104:12,
124:2, 126:14,
126:15, 129:7,
182:7, 190:18
IDENTIFY [2] - 49:11,
84:22
IGNORE [2] - 114:7,
118:20
IGNORING [1] - 107:8
IL [1] - 2:10
ILLUMINATING [1] -
178:24
ILLUSTRATE [2] -
30:21, 30:23
IMMATERIAL [1] -
48:13
IMMEDIATELY [4] -
52:19, 111:22,
158:16, 172:10
IMPARTIAL [1] -
189:13
IMPLEMENTATION
[1] - 179:15
IMPLEMENTED [1] -
169:6
IMPLIED [1] - 91:2
IMPLYING [1] - 90:18
IMPORTANCE [1] -
198:4
IMPORTANT [34] -
5:1, 5:12, 5:13, 5:14,
5:15, 7:12, 16:16,
27:3, 29:23, 49:3,
84:12, 93:18, 94:20,
95:5, 95:12, 99:4,
103:23, 106:23,
108:14, 110:24,
125:15, 127:1,
132:3, 132:16,

140:10, 140:11,
140:17, 146:24,
147:13, 155:13,
155:18, 191:22,
193:19
IMPORTANTLY [4] -
18:17, 77:6, 140:7,
180:13
IMPOSE [1] - 4:24
IMPOSED [2] -
117:25, 168:2
IMPOSITION [1] - 94:4
IMPRESSIVE [1] -
77:20
IMPROVE [1] - 117:9
INCENTIVES [2] - 6:2,
9:4
INCLUDED [1] -
194:23
INCLUDING [6] - 8:23,
13:24, 46:11,
116:23, 120:2,
189:22
INCOME [22] - 26:23,
35:3, 48:2, 48:5,
48:6, 53:25, 55:23,
56:2, 57:3, 59:20,
60:6, 67:21, 69:23,
70:23, 74:25, 77:24,
82:20, 101:21,
102:6, 158:19,
158:20, 173:3
INCOMES [4] - 57:4,
163:18, 170:19,
170:20
INCONSEQUENTIAL
[1] - 193:20
INCONSISTENCIES
[1] - 21:10
INCONSISTENT [1] -
25:20
INCREASE [1] - 178:7
INCREDIBLY [1] -
48:9
INDEPENDENT [28] -
5:16, 31:19, 33:6,
35:7, 40:10, 46:19,
72:23, 74:14, 91:19,
100:19, 104:3,
121:18, 122:18,
124:17, 140:15,
140:21, 142:17,
143:16, 145:9,
172:9, 172:12,
173:5, 173:10,
173:11, 173:14,
174:3, 180:8, 180:9
INDICATING [1] -
173:15
INDICATING [1] -
172:11
INDIVIDUAL [8] -
28:9, 153:5, 153:14,
153:15, 192:21,
192:22, 195:1,
196:18
INDIVIDUALLY [4] -
28:7, 135:10, 187:2,
196:20
INDIVIDUALS [2] -
122:16, 122:19
INDULGE [2] - 108:15,
166:13
INFERENCE [4] -
190:14, 190:15,
190:23, 198:24
INFLATED [1] - 12:1
INFORM [1] - 198:18
INFORMATION [7] -
8:24, 10:15, 13:25,
14:16, 29:16, 29:17,
102:15
INFORMS [1] - 29:9
INHERITED [2] - 33:1,
170:11
INHERITS [1] - 157:25
INJUNCTION [3] -
136:21, 155:23,
168:25
INJUNCTIVE [2] -
156:4, 156:5
INNOCENT [2] -
138:24, 198:1
INQUIRE [1] - 3:16
INSERTED [1] - 176:7
INSISTED [1] - 139:10
INSTALLMENTS [1] -
38:5
INSTEAD [3] - 78:9,
113:23, 169:8
INSTRUCT [2] - 63:1,
198:23
INSTRUCTION [6] -
64:4, 64:5, 64:8,
92:6, 153:4, 164:14
INSTRUCTIONS [17] -
3:17, 15:12, 28:3,
28:7, 63:24, 64:6,
65:19, 76:8, 91:8,
147:1, 149:7, 164:9,
187:1, 189:10,
192:1, 199:6, 199:17
INSUFFICIENT [3] -
65:22, 164:17, 196:6
INSURANCE [50] -
1:6, 5:14, 5:17,
11:21, 11:23, 20:6,
21:6, 31:19, 31:20,
33:6, 33:10, 33:13,
33:14, 33:17, 34:24,
34:25, 35:5, 36:3,
37:7, 38:7, 43:6,
57:11, 74:8, 75:25,
76:2, 86:20, 90:10,
90:11, 91:4, 100:18,
104:3, 104:11,
104:14, 107:24,
108:17, 108:23,
130:3, 130:6,
130:11, 131:7,
142:19, 145:1,
160:5, 160:19,
161:1, 173:25,
174:3, 176:2,
181:24, 183:19
INSUREDS [1] - 111:7
INTANGIBLE [1] -
132:2
INTEGRATE [1] - 58:2
INTEGRATION [1] -
119:5
INTEGRITY [5] - 67:4,
95:14, 165:22,
174:19, 186:11
INTELLIGENT [21] -
14:23, 34:4, 34:9,
38:18, 39:7, 43:19,
47:20, 47:24, 53:8,
53:17, 59:5, 59:14,
68:24, 69:2, 72:20,
73:6, 81:1, 83:23,
84:4, 157:2
INTEND [4] - 38:20,
47:11, 47:13, 89:4
INTENDED [5] - 54:13,
120:6, 127:21,
161:4, 165:25
INTENDS [1] - 54:16
INTENTION [2] -
52:15, 90:18
INTENTIONAL [2] -
163:1, 198:3
INTERACT [1] - 4:5
INTEREST [34] -
18:14, 18:22, 32:21,
32:23, 33:24, 36:21,
38:6, 43:8, 46:21,
50:8, 51:7, 51:12,
52:14, 52:20, 54:23,
54:25, 57:8, 58:18,
68:15, 71:18, 72:24,
78:2, 83:13, 110:9,
110:14, 110:25,
111:5, 111:6,
112:18, 170:10,
174:2, 175:18,
183:2, 197:12
INTERESTED [2] -
18:21, 19:2
INTERESTING [6] -
4:25, 11:6, 15:8,
55:18, 126:11,
143:25
INTERESTS [2] - 9:18,
64:16
INTERJECTS [1] -
49:24
INTERNAL [1] -
142:13
INTERVIEW [1] -
106:10
INTERVIEWED [1] -
106:21
INTERVIEWING [1] -
103:21
INTOLERABLE [1] -
125:24
INTRODUCE [2] -
91:9, 200:17
INUNDATED [1] -
199:20
INVERTED [1] -
166:21
INVEST [12] - 35:2,
111:12, 111:22,
112:22, 113:13,
113:16, 113:18,
113:21, 113:25,
114:9, 150:19
INVESTED [7] - 100:9,
101:22, 113:1,
113:3, 129:20,
150:11, 151:10
INVESTIGATED [1] -
18:8
INVESTING [1] -
131:17
INVESTMENT [19] -
53:25, 71:1, 75:2,
97:18, 108:12,
110:23, 111:18,
112:1, 112:5, 114:2,
130:12, 149:22,
150:17, 150:23,
151:18, 151:20,
163:15, 181:3,
183:15
INVESTMENTS [31] -
23:2, 35:20, 36:5,
36:8, 36:11, 36:14,
36:15, 36:20, 36:25,
37:2, 40:6, 40:7,
45:10, 46:25, 47:1,
50:12, 50:19, 55:2,
60:12, 70:22, 74:23,
76:23, 82:9, 86:4,
86:6, 114:4, 114:5,
163:20, 170:21,
170:22
INVESTS [1] - 108:5
INVITED [1] - 29:12
INVOLUNTARILY [2] -
61:15, 127:4
INVOLUNTARINESS
[3] - 65:23, 164:18,
196:7
INVOLUNTARY [2] -
115:16, 171:13
INVOLVED [2] -
197:14, 201:1
IRON [1] - 48:18
IRONCLAD [2] -
10:18, 46:11
IRRELEVANT [2] -
79:11, 175:25
IRREPARABLE [1] -
136:20
IRS [17] - 22:16, 36:9,
50:15, 121:9,
121:14, 122:1,
122:9, 122:12,
123:1, 123:22,
172:3, 172:10,
172:16, 172:17,
173:8, 173:17
ISSUE [15] - 62:18,
89:24, 96:20, 97:21,
98:13, 98:16,
121:12, 136:19,
150:21, 150:22,
151:1, 156:20,
156:21, 192:7,
196:16
ISSUES [3] - 87:13,
164:6, 194:18
ITSELF [3] - 121:4,
180:17, 192:5
IX [1] - 166:21

J

JACQUELINE [1] -
1:14
JANUARY [1] - 177:19
JASON [31] - 5:19,
8:20, 11:10, 14:18,
17:15, 19:5, 19:8,
19:16, 22:13, 23:11,
24:4, 24:6, 24:8,
28:14, 29:8, 29:18,
38:17, 41:17, 42:6,
56:23, 60:16, 61:20,
61:23, 73:2, 73:9,
85:15, 166:19,
167:23, 167:25,
171:19, 172:5
JEESH [1] - 132:25
JEEZ [1] - 180:1
JEFF [1] - 4:20
JENNIFER [1] - 7:6

JEOPARDY [7] - 70:19, 74:5, 74:9, 105:13, 115:5, 118:13, 168:10
JERRY [1] - 78:22
JOB [134] - 7:15, 9:17, 9:18, 15:24, 18:7, 22:11, 22:18, 22:20, 31:6, 31:12, 31:17, 31:24, 32:6, 35:17, 37:12, 38:12, 39:14, 42:19, 42:20, 43:3, 43:4, 43:5, 46:4, 46:6, 46:18, 49:7, 49:12, 49:14, 49:16, 51:20, 53:11, 59:6, 60:2, 60:25, 62:8, 63:21, 64:20, 66:10, 67:11, 67:13, 68:17, 69:25, 70:19, 72:9, 72:10, 72:22, 73:11, 73:15, 73:18, 73:19, 73:23, 73:24, 74:5, 74:9, 76:15, 78:1, 78:8, 80:9, 81:15, 81:22, 81:25, 82:6, 82:25, 83:12, 84:22, 99:8, 99:10, 100:2, 100:8, 100:10, 100:17, 100:20, 101:15, 101:20, 102:3, 102:5, 103:10, 103:15, 103:24, 104:5, 104:13, 104:17, 104:20, 105:13, 105:14, 105:17, 105:18, 106:22, 107:6, 107:11, 110:23, 112:2, 112:4, 112:8, 112:14, 112:23, 112:24, 114:10, 115:4, 115:21, 116:4, 118:13, 124:11, 124:20, 126:1, 126:8, 129:18, 129:21, 131:6, 132:8, 132:11, 133:3, 144:25, 151:15, 154:8, 157:4, 157:24, 157:25, 159:8, 162:10, 162:11, 162:12, 168:10, 169:25, 188:19, 196:23
JOBS [22] - 21:18, 38:13, 76:10, 76:13, 77:22, 78:10, 80:3, 80:4, 85:16, 108:18,

108:19, 116:21, 117:3, 117:6, 131:3, 135:11, 145:7, 145:9, 146:9, 146:19, 169:25, 175:2
JOHN [1] - 2:17
JOIN [1] - 102:4
JOKE [1] - 129:6
JORDAN [2] - 2:8, 178:2
JR [1] - 1:15
JUDGE [17] - 5:6, 6:18, 13:18, 16:3, 27:12, 28:1, 28:4, 41:21, 52:24, 63:1, 64:3, 94:1, 105:6, 156:8, 188:19, 201:9
JUDGE'S [1] - 28:3
JUDGES [1] - 188:10
JUDGMENT [8] - 11:18, 17:1, 17:12, 29:4, 87:5, 94:15, 156:18, 185:17
JULY [4] - 31:21, 86:12, 176:20, 176:22
JUNCTURE [1] - 122:22
JUNE [8] - 1:8, 10:14, 14:1, 19:12, 53:11, 133:8, 155:25, 181:15
JURISDICTIONS [1] - 6:16
JURORS [3] - 189:12, 189:16, 200:9
JURY [39] - 1:9, 3:2, 3:5, 3:17, 4:1, 15:12, 16:2, 26:14, 28:16, 50:16, 67:7, 71:15, 71:19, 72:3, 75:6, 89:14, 89:16, 90:17, 91:8, 91:12, 92:23, 93:2, 93:7, 147:1, 148:4, 148:21, 149:2, 149:6, 152:9, 152:13, 152:15, 163:7, 163:16, 165:23, 188:9, 198:23, 199:23, 201:14, 202:7
JUSTICE [3] - 5:3, 5:5
JUSTIFIES [1] - 29:4

K

KANSAS [2] - 71:7, 71:8
KARIS [1] - 2:8

KATCHEN [1] - 2:12
KATHERINE [1] - 2:12
KAUFMAN [19] - 4:20, 45:6, 49:18, 105:25, 115:25, 116:7, 141:14, 167:7, 167:19, 169:18, 169:20, 176:16, 176:17, 177:17, 177:23, 178:3, 178:10, 179:12, 179:19
KEARNEY [16] - 10:19, 31:15, 67:9, 67:10, 68:13, 68:15, 76:3, 76:4, 113:16, 136:15, 144:1, 144:2, 144:19, 145:5, 162:4, 184:10
KEARNEY'S [2] - 181:15, 183:5
KEEP [15] - 23:7, 38:12, 45:24, 47:11, 73:16, 73:18, 73:23, 76:14, 100:18, 121:25, 132:24, 155:7, 155:18, 162:10, 165:14
KEEPS [1] - 81:20
KELLY [30] - 11:20, 18:13, 19:6, 21:14, 22:25, 23:1, 30:25, 33:18, 37:9, 42:2, 51:15, 57:9, 79:18, 137:10, 137:23, 138:1, 146:18, 153:10, 153:19, 159:22, 161:10, 168:23, 173:22, 175:7, 175:16, 181:8, 184:15, 184:25
KEPT [14] - 33:9, 37:6, 38:9, 38:10, 49:23, 53:4, 54:11, 58:23, 60:11, 80:14, 80:15, 85:13, 86:14, 155:6
KEY [1] - 107:12
KICKED [1] - 52:25
KICKER [1] - 127:6
KIDDING [1] - 134:25
KIDS [1] - 38:23
KIND [11] - 29:11, 47:13, 104:5, 104:12, 104:14, 130:10, 132:5, 134:17, 135:13, 148:15, 153:6
KINDS [1] - 59:23
KIRKLAND [1] - 2:9

KNEECAPPING [1] - 98:2
KNEES [1] - 124:10
KNOCK [1] - 105:2
KNOWING [27] - 34:3, 38:17, 47:19, 48:20, 53:7, 62:25, 63:13, 73:5, 75:11, 75:13, 87:14, 87:16, 88:24, 140:5, 160:9, 160:10, 160:21, 162:5, 162:23, 164:4, 180:15, 194:1, 194:21, 195:23, 196:25
KNOWINGLY [21] - 4:15, 8:13, 13:15, 15:7, 27:23, 28:19, 79:24, 125:13, 137:3, 139:22, 143:20, 166:3, 182:23, 187:5, 189:2, 193:3, 193:6, 193:7, 193:8, 194:4, 196:18
KNOWN [4] - 22:15, 114:20, 119:4, 195:11
KNOWS [9] - 40:19, 48:8, 68:2, 71:16, 90:1, 90:22, 131:8, 138:17, 162:1

L

LADIES [8] - 11:18, 22:19, 54:17, 62:6, 84:13, 137:13, 175:19, 182:11
LAID [9] - 17:24, 29:21, 29:25, 31:12, 32:10, 48:3, 52:4, 67:20, 184:5
LANCE [2] - 10:24, 156:1
LAND [4] - 20:16, 41:9, 110:6, 110:10
LANG [1] - 2:3
LANGEL [1] - 2:17
LANGUAGE [15] - 26:16, 35:17, 49:13, 53:19, 65:2, 81:14, 81:16, 85:21, 85:22, 85:23, 118:11, 134:19, 170:2, 195:4
LAPSE [1] - 198:1
LARGE [2] - 25:9, 51:16
LARGEST [2] - 13:10, 55:12

LASALLE [1] - 2:9
LAST [9] - 3:17, 8:18, 8:19, 64:9, 97:21, 109:14, 114:20, 131:18, 179:7
LATE [2] - 20:25, 121:8
LAW [24] - 5:6, 5:7, 7:6, 16:3, 20:16, 21:3, 28:5, 36:7, 62:15, 62:18, 118:1, 118:4, 148:15, 149:6, 168:3, 185:15, 189:10, 190:7, 192:1, 192:5, 195:20, 196:22, 196:24, 199:18
LAWSON [26] - 13:3, 26:22, 51:15, 51:18, 56:19, 79:11, 113:3, 150:5, 150:7, 150:10, 150:21, 151:2, 151:3, 151:13, 151:19, 163:8, 163:9, 163:10, 163:14, 163:24, 164:23, 180:19, 183:13
LAWSON'S [2] - 57:1, 78:4
LAWSUIT [25] - 11:1, 11:5, 11:13, 11:16, 15:17, 15:20, 17:10, 31:20, 31:22, 37:15, 42:20, 44:8, 46:7, 57:19, 63:3, 67:14, 79:15, 80:5, 83:2, 84:5, 84:7, 84:8, 136:9, 168:22, 192:10
LAWSUITS [2] - 172:16
LAWYER [44] - 9:15, 9:17, 10:16, 12:4, 12:24, 13:3, 16:5, 32:18, 37:22, 38:19, 39:10, 42:25, 46:13, 52:9, 57:6, 58:17, 68:6, 68:8, 69:4, 70:2, 70:4, 72:14, 72:15, 72:16, 72:17, 73:7, 73:8, 80:11, 88:14, 134:9, 134:13, 134:20, 134:22, 135:1, 136:1, 136:12, 136:17, 153:18, 155:21, 155:22, 162:15, 168:24, 181:24, 188:10

LAWYER'S [2] - 10:9, 48:16
LAWYERS [44] - 4:23, 9:12, 9:16, 10:9, 10:11, 10:21, 12:11, 12:13, 12:14, 12:16, 12:17, 12:18, 12:19, 38:2, 43:1, 46:10, 46:13, 65:7, 65:16, 75:16, 83:9, 83:25, 88:5, 88:17, 94:13, 94:16, 94:17, 104:23, 113:23, 114:16, 134:11, 135:22, 135:25, 136:5, 136:6, 136:7, 136:8, 136:9, 136:25, 156:15, 164:5, 188:16, 200:9
LAWYERS' [2] - 179:3, 188:17
LEADING [1] - 20:20
LEAGUE [1] - 108:7
LEASES [1] - 56:25
LEAST [15] - 32:10, 38:23, 56:3, 64:9, 90:8, 99:2, 122:4, 124:25, 125:1, 137:1, 148:8, 148:9, 180:22, 181:4, 190:19
LEAVE [16] - 11:17, 12:25, 16:25, 46:25, 51:21, 51:22, 52:10, 52:16, 54:2, 69:10, 74:21, 87:4, 124:5, 127:23, 196:1, 198:15
LED [1] - 60:3
LEFT [3] - 76:23, 145:18, 145:25
LEGAL [16] - 9:18, 38:22, 39:3, 46:11, 46:14, 46:16, 47:12, 62:15, 62:22, 72:19, 110:17, 136:18, 140:6, 155:21, 156:16
LEGITIMATE [2] - 155:2, 181:19
LEGS [1] - 124:9
LENGTH [3] - 153:16, 172:5, 173:7
LEPPERT [1] - 2:24
LESS [11] - 18:19, 23:17, 23:19, 23:24, 36:9, 37:14, 39:22, 117:5, 161:19, 167:11, 167:13
LETTER [6] - 7:18, 29:12, 81:24, 141:13, 176:9, 177:3
LEVEL [3] - 71:12, 71:14, 188:12
LEVELED [1] - 146:17
LEWIS [1] - 1:16
LIDDY [10] - 2:20, 4:20, 5:17, 43:13, 123:5, 123:25, 172:4, 172:14, 173:7, 173:16
LIE [1] - 104:20
LIED [1] - 21:19
LIEDER [1] - 2:2
LIES [1] - 16:12
LIFE [37] - 6:13, 13:11, 16:14, 16:15, 18:5, 18:6, 18:7, 21:2, 21:18, 22:11, 22:19, 30:6, 35:15, 35:17, 39:14, 49:13, 49:16, 55:13, 58:1, 59:22, 60:3, 70:7, 81:15, 81:22, 81:25, 85:17, 102:7, 104:9, 104:10, 104:15, 105:14, 105:17, 122:21, 139:6, 151:11, 185:15, 198:6
LIFE-CHANGING [2] - 102:7, 139:6
LIFELINE [2] - 124:14, 125:3
LIFETIME [3] - 44:25, 54:6, 169:25
LIGHT [9] - 15:8, 16:19, 22:8, 147:16, 147:17, 147:20, 147:21, 196:14, 197:17
LIKELY [1] - 191:20
LIKEWISE [1] - 183:7
LIMITATIONS [3] - 5:21, 117:25, 168:2
LINCOLN [7] - 20:21, 88:15, 88:16, 88:18, 88:20, 88:21, 93:21
LINE [23] - 10:13, 17:24, 19:6, 19:7, 19:8, 22:5, 23:12, 24:6, 24:7, 57:22, 59:2, 59:7, 59:16, 79:22, 111:3, 111:4, 111:7, 111:8, 123:25, 157:24, 184:4
LINEAR [1] - 93:13
LINEMAN [1] - 58:3
LINES [3] - 19:6, 20:22, 180:11
LIQUIDATE [2] - 160:18, 164:1
LIQUIDATED [1] - 174:1
LIST [3] - 195:21, 197:4, 200:18
LISTED [1] - 196:13
LISTEN [1] - 135:22
LISTENED [1] - 96:8
LISTENING [2] - 95:17, 105:20
LITERAL [9] - 146:25, 147:5, 147:8, 147:10, 147:12, 147:19, 147:22, 148:4, 148:10
LITERALLY [4] - 101:24, 102:6, 128:16, 149:1
LITIGATION [5] - 122:11, 123:24, 172:15, 172:19, 172:22
LIVE [4] - 105:17, 105:19, 125:20, 160:4
LIVED [2] - 89:9, 104:18
LIVELIHOOD [1] - 11:8
LIVES [4] - 4:24, 90:24, 94:4, 116:23
LIVINGSTON [1] - 2:24
LLP [3] - 2:9, 2:13, 2:18
LOBBY [1] - 20:10
LOCATION [2] - 23:25, 43:15
LOGIC [2] - 21:3, 185:15
LOGICAL [7] - 16:18, 16:20, 16:22, 17:2, 17:11, 20:3, 21:8
LONG-SERVICE [1] - 122:13
LOOK [37] - 6:23, 31:13, 32:6, 36:6, 41:16, 50:14, 55:12, 56:1, 65:1, 65:3, 65:4, 65:6, 65:8, 86:24, 96:1, 97:17, 97:18, 99:14, 106:12, 108:18, 108:19, 110:13, 113:18, 117:17, 121:4, 139:15, 143:5, 145:24, 149:7, 151:22, 153:5, 179:4, 179:11, 179:20, 180:2, 196:12
LOOKED [6] - 23:3, 44:4, 56:9, 73:12, 80:3, 80:4
LOOKING [7] - 102:7, 131:10, 131:12, 177:7, 179:7, 200:12
LOOKS [2] - 108:21, 117:18
LOOPHOLE [3] - 126:19, 128:18, 129:3
LOSE [10] - 31:10, 38:12, 38:14, 62:8, 78:7, 86:8, 122:17, 132:11, 163:11
LOSING [3] - 19:23, 131:3, 149:18
LOST [12] - 35:3, 38:11, 38:13, 59:6, 73:19, 73:23, 74:19, 130:12, 135:11, 174:9, 175:2
LOUD [2] - 192:2, 192:3
LOUDER [2] - 22:21, 155:12
LOVE [2] - 17:4, 134:12
LOVED [1] - 86:10
LOWER [1] - 108:10
LUCKY [2] - 6:13, 37:13
LUCRATIVE [3] - 77:14, 142:1, 185:10
LUMP [1] - 186:25
LUNCH [3] - 134:18, 152:9, 152:21
LUNCHEON [1] - 152:14

M

MA'AM [1] - 24:10
MACHINE [1] - 1:23
MAGIC [2] - 107:24, 110:2
MAGNETS [1] - 108:6
MAGNIFICENT [1] - 22:8
MAIL [2] - 7:18, 29:11
MAILED [1] - 74:7
MAILING [1] - 114:20
MAIN [1] - 115:13
MAINTAIN [2] - 4:8, 23:22
MAJESTY [2] - 85:5, 94:12
MAJOR [3] - 111:2, 111:3, 111:4
MAJORITY [1] - 108:3
MAN [36] - 26:23, 32:10, 43:19, 44:15, 44:19, 48:25, 50:1, 55:16, 55:22, 55:25, 56:11, 56:12, 67:17, 71:6, 71:8, 74:7, 74:18, 80:20, 81:5, 82:22, 83:23, 88:15, 92:8, 92:12, 104:24, 104:25, 105:15, 132:13, 157:9, 164:24, 174:14, 174:16, 186:13
MAN'S [8] - 51:3, 57:23, 57:24, 68:20, 73:3, 83:17, 83:18
MANAGE [1] - 171:1
MANAGEMENT [3] - 23:21, 71:12, 71:15
MANAGER [5] - 35:14, 60:2, 74:1, 107:5, 113:17
MANAGERS [11] - 44:24, 49:6, 104:1, 106:4, 106:8, 106:20, 107:1, 107:2, 107:3, 107:4, 146:16
MANNER [2] - 197:10, 200:3
MANUAL [7] - 85:21, 85:22, 118:10, 118:22, 119:18, 120:2, 120:5
MANUALS [9] - 21:21, 21:22, 70:11, 70:12, 106:3, 166:12, 168:5, 168:6, 168:7
MARKET [7] - 1:16, 1:21, 2:13, 2:19, 43:11, 45:7, 69:8
MARKETS [1] - 45:5
MARSTON [2] - 1:15, 201:12
MASON [8] - 18:24, 20:4, 33:19, 38:7, 79:19, 161:18, 173:24, 185:2
MASSACHUSETTS [3] - 45:7, 169:2, 170:6
MASSE [1] - 176:8
MASTER'S [1] - 157:6
MASTERS [1] - 80:21
MATCH [1] - 50:16
MATERIAL [13] - 39:5, 44:15, 156:20,

156:21, 176:4,
179:1, 180:24,
183:18, 193:16,
193:17, 193:22,
193:24, 194:3
MATERIALS [3] -
8:23, 12:13, 13:24
MATES [1] - 45:13
MATTER [18] - 62:18,
95:11, 96:17, 97:9,
105:7, 115:20,
129:19, 129:20,
138:20, 138:25,
140:14, 158:18,
166:14, 190:25,
196:21, 197:14,
201:19
MATTERED [3] -
129:22, 132:7, 179:1
MATTERS [3] - 94:22,
121:11, 131:9
MCGUIRE [1] - 78:22
MEALS [3] - 36:12,
36:14, 50:18
MEAN [39] - 6:18,
6:19, 6:21, 23:20,
24:14, 24:25, 38:22,
39:24, 40:2, 47:6,
51:4, 57:2, 57:3,
61:4, 66:14, 68:21,
77:15, 83:19, 95:15,
110:1, 115:19,
119:16, 120:16,
120:20, 120:21,
123:2, 136:2,
137:13, 140:4,
148:17, 148:18,
148:19, 154:10,
155:6, 165:22,
174:17, 174:18,
181:14, 181:23
MEANING [4] -
102:15, 129:16,
165:13, 186:7
MEANINGFUL [65] -
15:11, 64:18, 64:23,
66:7, 66:12, 66:14,
66:15, 66:16, 66:17,
66:23, 67:23, 69:24,
72:5, 72:11, 76:20,
77:10, 77:16, 78:18,
87:20, 87:21, 97:3,
97:13, 98:6, 98:8,
98:9, 146:25, 147:3,
147:5, 147:11,
147:12, 147:22,
147:23, 148:12,
148:14, 148:17,
149:2, 149:3, 149:9,
149:19, 149:20,
149:22, 149:23,
154:1, 154:10,
154:17, 156:22,
158:7, 160:25,
161:9, 162:21,
164:7, 165:14,
169:9, 183:9,
184:14, 185:3,
185:5, 185:8, 186:6,
187:8, 194:11, 196:9
MEANS [20] - 47:5,
47:7, 47:8, 56:11,
94:25, 99:6, 100:19,
101:19, 108:4,
108:16, 110:1,
110:15, 112:19,
120:21, 143:7,
151:21, 154:10,
154:25, 179:23,
191:11
MEANT [10] - 26:2,
36:17, 40:18,
101:24, 104:9,
137:12, 137:13,
181:13, 186:19,
186:20
MEANTIME [1] - 39:4
MEASLY [1] - 101:21
MEASURE [2] - 88:24,
88:25
MEDICAL [7] - 38:10,
44:20, 44:22, 52:22,
81:8, 86:13, 122:21
MEDICARE [2] -
52:25, 53:3
MEEHAN [1] - 1:13
MEET [1] - 74:13
MEETING [5] - 38:2,
68:3, 68:7, 72:15,
145:6
MEETINGS [1] - 29:12
MEMBERS [4] - 3:5,
89:14, 152:8, 188:9
MEMORY [1] - 198:1
MEN [4] - 4:17, 67:2,
104:24, 163:18
MEN'S [1] - 155:5
MENAPACE [1] - 2:12
MENTION [1] - 97:20
MENU [1] - 140:1
MERELY [1] - 123:13
MESSAGE [2] - 106:1,
106:15
MET [8] - 32:18, 37:21,
46:10, 68:6, 72:14,
83:9, 191:15, 191:18
MICHAEL [1] - 2:2
MIDDLE [1] - 57:15
MIDWEST [1] - 38:24
MIGHT [6] - 3:15,
65:23, 80:9, 93:14,
132:2, 148:1
MIGRATE [1] - 173:13
MILEAGE [1] - 50:18
MILES [1] - 88:8
MILLION [33] - 6:9,
13:6, 13:8, 27:2,
42:10, 52:21, 55:2,
55:4, 55:15, 66:16,
66:25, 77:13, 78:17,
78:20, 79:2, 79:13,
88:1, 113:3, 123:10,
123:11, 123:12,
123:14, 127:24,
150:10, 150:11,
150:12, 151:10,
151:17, 158:9,
158:10, 162:19,
183:14, 186:4
MILLIONS [2] - 6:5,
6:7
MIND [6] - 131:21,
134:18, 144:17,
155:18, 182:13,
199:12
MINDS [1] - 140:5
MINIMUM [4] - 30:5,
62:15, 62:19, 62:22
MINOR [1] - 193:19
MINUS [1] - 151:20
MINUTE [6] - 36:2,
104:22, 115:1,
116:18, 148:22,
176:14
MINUTES [4] - 68:2,
68:5, 87:7, 152:10
MISLEAD [2] - 29:21,
142:7
MISLEADING [1] -
150:20
MISLED [4] - 75:19,
91:12, 178:25,
180:14
MISREPRESENTATI
ON [2] - 175:25,
193:22
MISREPRESENTATI
ONS [4] - 3:21,
193:14, 193:20,
193:24
MISREPRESENTED
[1] - 193:11
MISS [5] - 6:22, 7:6,
21:13, 137:9, 153:9
MISSED [1] - 81:13
MISTAKE [3] - 27:24,
166:3, 186:12
MISTAKEN [1] -
144:12
MISTREATED [1] -
20:8
MISUNDERSTANDIN
G [1] - 181:23
MOCK [1] - 114:11
MOCKING [1] - 113:24
MOMENT [1] - 30:10
MOMENT'S [1] -
113:10
MONEY [89] - 8:4, 8:7,
8:13, 11:13, 15:22,
15:23, 18:21, 19:2,
19:3, 19:10, 19:23,
19:25, 21:15, 22:24,
33:5, 33:12, 33:24,
37:6, 39:4, 39:22,
45:25, 47:5, 52:4,
52:7, 52:8, 52:11,
54:18, 54:20, 55:6,
56:19, 57:2, 57:7,
60:17, 63:22, 63:23,
65:18, 67:23, 78:22,
78:23, 78:25, 83:18,
100:10, 101:21,
107:17, 107:19,
108:5, 111:15,
111:21, 111:22,
111:24, 111:25,
112:22, 113:2,
113:4, 113:5, 114:6,
114:10, 123:4,
123:16, 124:22,
124:25, 131:18,
133:22, 134:23,
136:22, 150:11,
150:13, 151:11,
156:22, 160:4,
161:20, 163:4,
163:20, 165:8,
165:11, 165:19,
166:1, 170:18,
170:20, 170:21,
171:9, 174:22,
183:11, 185:1,
186:14
MONKEY [8] - 96:2,
96:5, 98:14, 150:15,
151:22, 152:25,
160:7, 179:4
MONKEYS [2] - 97:14,
132:24
MONTANA [1] - 4:21
MONTH [1] - 13:9
MONTHLY [1] - 69:21
MONTHS [83] - 9:21,
10:2, 10:3, 10:4,
15:17, 29:24, 30:3,
30:4, 30:5, 30:13,
31:3, 31:4, 31:8,
32:11, 37:10, 42:9,
42:15, 42:16, 44:18,
46:3, 48:2, 48:5,
51:19, 57:16, 57:17,
62:6, 62:10, 64:21,
66:9, 67:10, 67:19,
69:22, 72:8, 76:18,
77:17, 77:18, 77:23,
80:1, 80:2, 82:14,
82:15, 82:23, 82:24,
101:19, 126:6,
128:23, 132:25,
133:1, 133:4, 133:7,
133:19, 135:12,
142:5, 143:6,
143:10, 145:12,
146:12, 151:9,
158:12, 158:14,
158:17, 158:19,
158:20, 160:23,
165:16, 174:22,
174:25, 175:3,
179:22, 179:24,
180:3, 180:8, 180:9
MONTHS [1] - 160:24
MORATORIUM [6] -
145:4, 145:14,
145:15, 146:5,
180:23
MORGAN [1] - 1:16
MORNING [7] - 3:3,
3:13, 3:14, 3:25, 4:1,
93:6, 93:7
MORTGAGE [1] -
136:25
MOST [25] - 6:16,
20:15, 29:25, 35:22,
35:24, 47:7, 48:3,
55:20, 75:16, 78:21,
87:21, 88:15, 89:10,
106:23, 114:11,
125:14, 141:25,
148:13, 150:3,
159:17, 173:18,
175:1, 185:6, 188:10
MOVE [2] - 23:25,
76:19
MOVIE [1] - 78:22
MOVING [1] - 176:21
MULTIPLE [1] -
106:25
MURDER [2] - 138:23,
139:1
MURRAY [9] - 12:12,
67:9, 72:7, 72:22,
75:9, 153:7, 155:19,
157:1, 184:6
MUST [10] - 85:19,
95:1, 125:12, 136:1,
193:3, 193:4,
193:16, 196:13,
200:2

N**N.W** [1] - 2:3

NAME [8] - 44:1, 47:4,
88:6, 110:16, 163:3,
174:17, 186:9,
186:13

NAMED [1] - 88:15

NAMES [1] - 89:3

NATURE [1] - 148:20

NEAR [2] - 176:11,
176:15

NEARLY [6] - 31:8,
32:11, 62:5, 71:2,
77:18, 158:12

NECESSARILY [3] -
48:8, 93:10, 140:4

NEED [15] - 46:25,
78:5, 93:11, 94:15,
94:18, 96:24, 102:1,
102:2, 111:20,
111:21, 111:22,
121:12, 121:13,
148:20, 197:24

NEEDED [7] - 33:12,
53:2, 111:11,
111:13, 111:14,
160:4, 183:12

NEEDLESS [1] -
200:22

NEGATIVE [1] -
163:12

NEGOTIATE [4] -
65:11, 65:13,
134:15, 134:22

NEGOTIATING [1] -
134:24

NEGOTIATION [2] -
65:9, 195:16

NEGOTIATIONS [1] -
121:14

NEIGHBORHOOD [3]
- 24:13, 24:15, 107:9

NETTING [1] - 56:19

NEVER [58] - 7:2,
7:16, 8:5, 19:14,
21:25, 31:5, 32:16,
37:11, 37:17, 39:14,
39:16, 40:10, 42:19,
42:23, 45:1, 46:4,
51:19, 55:5, 57:18,
58:16, 58:19, 59:1,
59:2, 67:11, 67:12,
67:24, 72:9, 72:10,
72:13, 74:4, 76:5,
79:22, 80:3, 80:4,
82:25, 83:6, 105:1,
105:2, 105:7,
105:15, 107:6,
113:7, 113:24,

165:25, 171:3,
178:8, 178:10,
183:16, 183:17,
185:7, 192:19,
200:25

NEVERTHELESS [2] -
92:15, 189:23

NEW [49] - 12:2,
15:24, 20:4, 20:20,
25:12, 27:9, 31:19,
33:13, 33:19, 35:7,
43:3, 43:4, 43:5,
46:18, 57:11, 63:20,
63:21, 68:17, 69:25,
72:22, 73:11, 75:25,
77:9, 83:12, 106:9,
106:10, 108:1,
108:7, 108:8,
108:12, 109:1,
109:12, 111:2,
128:10, 142:1,
142:6, 142:19,
154:8, 157:4, 160:5,
160:18, 173:24,
174:3, 176:2,
177:18, 180:3,
183:12, 185:2

NEWS [6] - 100:16,
101:7, 101:12,
189:4, 189:6, 189:7

NEXT [114] - 8:17,
19:16, 25:12, 31:21,
32:19, 33:19, 34:2,
34:8, 34:21, 35:9,
35:13, 35:19, 36:4,
36:25, 37:3, 37:16,
38:1, 38:3, 38:15,
38:17, 39:6, 39:11,
39:23, 40:15, 40:21,
42:21, 43:2, 43:16,
43:18, 43:23, 44:16,
44:24, 45:9, 46:2,
46:8, 46:17, 47:3,
47:9, 47:19, 47:23,
48:15, 49:23, 50:11,
51:1, 51:25, 52:10,
52:17, 53:5, 53:7,
53:16, 54:1, 54:4,
54:22, 55:1, 55:14,
55:21, 56:5, 58:21,
58:25, 59:4, 59:13,
60:1, 60:10, 61:23,
67:16, 68:6, 68:14,
68:19, 68:23, 69:1,
69:12, 69:18, 70:6,
70:16, 70:21, 71:11,
72:4, 72:13, 72:21,
73:5, 73:9, 73:25,
74:10, 74:22, 75:3,
80:6, 80:13, 80:16,
80:19, 80:24, 80:25,

81:10, 82:8, 83:5,
83:11, 83:16, 83:22,
84:1, 84:3, 84:19,
85:6, 85:12, 87:6,
89:15, 92:13, 93:4,
125:14, 167:14,
177:2, 178:21,
180:2, 190:25, 194:5

NICE [2] - 17:4,
152:21

NICKEL [2] - 133:20,
133:21

NIGHT [3] - 3:17, 6:22,
64:9

NINE [2] - 88:8, 88:12

NOA [26] - 23:2, 23:5,
23:7, 23:14, 23:24,
24:3, 25:3, 25:5,
25:10, 25:13, 25:19,
39:19, 107:10,
107:13, 110:8,
111:16, 112:7,
112:17, 121:25,
161:13, 169:11,
169:18, 184:19,
184:20

NOA'S [4] - 23:18,
23:20, 25:16, 122:22

NOBLE [1] - 81:6

NOBODY [11] -
112:20, 113:12,
113:14, 113:21,
125:18, 125:25,
126:1, 126:2, 147:8,
147:23

NONCOMPETE [2] -
130:9, 144:9

NONE [7] - 15:16,
15:19, 15:20, 30:17,
45:10, 105:8, 157:13

NONINSURANCE [4] -
143:23, 144:5,
144:11, 144:20

NONSENSE [2] -
105:8, 116:16

NONSTANDARD [1] -
178:17

NORTH [1] - 56:8

NOTE [2] - 92:2,
185:22

NOTED [1] - 142:25

NOTES [2] - 136:10,
189:11

NOTHING [22] - 17:25,
22:20, 47:8, 58:7,
62:3, 72:1, 76:11,
99:8, 120:10,
124:12, 136:10,
136:17, 137:12,
149:10, 151:14,

159:23, 166:9,
172:1, 179:14,
184:5, 186:15

NOTICE [13] - 14:16,
29:17, 31:7, 31:8,
40:11, 70:19, 74:5,
113:10, 114:21,
116:3, 116:9,
118:13, 180:18

NOTICES [1] - 74:12

NOTIFIED [1] - 115:3

NOTION [3] - 55:17,
92:9, 134:4

NOTWITHSTANDING
[1] - 81:16

NOVEL [2] - 87:9,
87:11

NOVEMBER [4] -
5:19, 29:8, 100:6,
133:7

NUMBER [18] - 9:2,
9:11, 40:25, 41:16,
48:2, 49:1, 51:9,
66:18, 83:5, 127:22,
130:19, 141:17,
144:18, 150:18,
159:1, 166:21,
198:25

NUMBERS [6] - 6:10,
130:18, 131:14,
141:7, 150:9, 150:20

NUMERALS [1] -
166:22

O

OATH [2] - 16:21,
161:6

OBJECT [1] - 89:23

OBJECTION [1] -
201:12

OBJECTIONS [1] -
92:20

OBJECTIVE [1] -
201:2

OBJECTIVES [1] -
177:8

OBLIGATED [1] -
45:24

OBLIGATION [3] -
76:16, 134:2, 186:25

OBLIGATIONS [1] -
105:12

OBSERVE [1] -
200:11

OBSERVED [2] -
190:12

OBSTACLES [1] -
131:5

OBTAIN [1] - 69:3

OBVIOUS [7] - 14:15,
15:3, 25:24, 26:20,
36:16, 188:25

OCCUR [1] - 193:21

OCCURRED [1] -
193:25

OCTOBER [5] - 29:10,
176:9, 176:15,
177:2, 177:14

ODD [2] - 4:3, 184:17

ODDS [2] - 17:25, 58:8

OEA [4] - 35:22,
35:25, 45:12, 55:9

OEA'S [1] - 45:14

OFFENSE [1] - 12:19

OFFER [19] - 3:11,
9:4, 10:3, 30:4, 52:2,
66:12, 73:21, 73:22,
145:17, 156:23,
158:8, 158:11,
162:13, 162:14,
165:11, 169:8,
170:7, 200:4

OFFERED [17] -
18:21, 19:11, 53:15,
57:9, 58:7, 58:10,
59:2, 69:3, 154:11,
156:25, 158:19,
158:25, 169:8,
183:9, 185:4, 194:15

OFFERING [3] -

18:23, 156:23, 166:8
OFFERS [11] - 39:9,
59:24, 61:1, 76:12,
77:12, 159:4, 159:5,
165:6, 165:7, 188:2

OFFICE [11] - 24:13,
24:15, 25:9, 45:13,
56:5, 56:25, 70:10,
75:1, 107:10,
167:16, 174:8

OFFICES [2] - 23:23,
133:17

OFFICIAL [2] - 1:20,
201:22

OLATHE [1] - 71:8

OLD [5] - 78:24, 88:4,
132:6, 144:25,
174:13

OLDER [1] - 62:20

OLIVER [3] - 20:13,
185:14

OMISSION [2] -
193:17, 193:25

OMISSIONS [1] -
193:20

OMITTED [3] - 193:12,
193:15, 194:2

ONCE [9] - 22:4, 35:1,
87:9, 87:10, 96:5,

96:6, 129:3, 170:15
ONE [138] - 3:19, 3:23, 4:15, 6:11, 6:16, 9:16, 9:23, 10:16, 14:14, 18:7, 20:14, 23:9, 28:7, 28:9, 28:21, 31:11, 31:14, 44:9, 44:10, 48:18, 54:5, 55:14, 56:9, 56:24, 60:19, 60:20, 61:6, 61:8, 62:13, 63:19, 63:23, 63:24, 64:17, 66:22, 69:13, 70:16, 75:2, 76:3, 77:7, 79:4, 82:2, 88:5, 88:6, 88:16, 90:1, 90:15, 93:8, 94:10, 95:5, 95:13, 95:16, 96:9, 96:18, 96:21, 97:4, 97:7, 97:11, 97:21, 98:1, 103:22, 104:8, 104:23, 105:16, 107:3, 107:12, 112:19, 113:1, 115:8, 115:25, 125:16, 126:24, 127:2, 127:14, 128:18, 129:10, 129:13, 130:6, 130:7, 130:13, 130:22, 131:23, 132:2, 132:4, 132:19, 134:14, 134:20, 136:16, 139:1, 139:25, 140:13, 140:19, 145:21, 147:13, 149:14, 149:16, 150:1, 151:21, 152:3, 153:21, 153:22, 154:15, 154:24, 155:24, 156:3, 156:17, 159:2, 159:10, 159:23, 160:15, 161:13, 162:11, 164:9, 165:13, 165:21, 169:11, 170:12, 171:11, 174:5, 175:23, 177:2, 177:11, 178:2, 178:21, 179:2, 179:8, 180:19, 181:9, 181:10, 182:1, 190:24, 191:12, 192:19, 196:19, 198:24, 199:6, 200:24
ONE-YEAR [1] - 145:21
ONEROUS [1] - 26:18
ONES [2] - 178:18, 185:8
ONLINE [1] - 102:14
OPEN [3] - 31:19, 33:6, 91:18
OPENED [6] - 33:12, 75:25, 91:24, 160:5, 174:3, 183:12
OPENING [12] - 8:14, 29:15, 30:19, 50:22, 52:2, 63:2, 63:8, 92:10, 107:23, 137:8, 166:15, 186:16
OPENS [1] - 3:1
OPERATE [1] - 5:16
OPERATING [1] - 33:16
OPINION [1] - 37:20
OPINIONS [2] - 10:12, 10:13
OPPORTUNITIES [4] - 10:6, 66:25, 69:6, 158:24
OPPORTUNITY [30] - 5:23, 6:1, 15:25, 46:5, 51:24, 57:18, 59:18, 59:21, 59:24, 65:9, 65:11, 67:12, 72:10, 73:12, 76:16, 83:1, 102:18, 115:6, 116:5, 116:9, 118:13, 118:14, 124:15, 124:17, 124:21, 157:4, 158:6, 167:4, 184:3, 195:15
OPPOSITE [2] - 99:10, 112:9
OPTION [84] - 24:1, 31:23, 31:24, 31:25, 33:6, 34:12, 44:14, 48:10, 48:12, 48:14, 49:1, 51:10, 51:14, 52:14, 56:16, 57:12, 63:19, 63:22, 69:2, 73:9, 73:10, 75:20, 78:1, 79:9, 79:11, 80:24, 81:1, 81:2, 90:9, 96:15, 96:16, 96:22, 97:9, 97:10, 97:23, 98:1, 98:5, 98:11, 101:6, 101:10, 102:10, 122:25, 124:23, 125:16, 125:21, 126:4, 126:5, 126:10, 126:20, 128:25, 129:17, 129:25, 130:24, 131:23, 132:12, 138:8, 139:7, 141:3, 144:24, 147:4, 147:24, 149:13, 149:17, 149:18, 149:19, 149:20, 149:22, 149:23, 151:6, 151:8, 154:21, 156:7, 157:2, 157:3, 159:1, 168:20, 175:23, 183:10, 183:19, 184:7
OPTIONS [37] - 9:14, 31:22, 32:16, 34:11, 37:17, 41:2, 42:22, 43:21, 51:9, 52:1, 58:15, 67:16, 68:9, 73:14, 78:11, 80:7, 83:5, 84:18, 86:5, 96:14, 96:16, 96:19, 96:21, 98:7, 129:15, 131:24, 154:5, 156:10, 160:22, 169:9, 175:4, 182:1, 185:6, 187:7, 194:15
ORALLY [1] - 114:9
ORCHARD [3] - 110:4, 110:5, 158:3
ORCHARDS [1] - 41:6
ORDER [10] - 35:5, 98:11, 110:24, 113:20, 139:5, 149:24, 153:15, 159:18, 193:2, 194:14
ORDERLY [1] - 200:6
ORDINARILY [1] - 9:24
ORGANIZED [2] - 17:14, 200:6
ORIGINAL [3] - 29:6, 174:6, 178:5
OTHERWISE [6] - 20:1, 29:20, 43:4, 64:22, 91:12, 171:25
OUGHT [1] - 195:24
OURSELVES [2] - 7:21, 122:10
OUT-OF-POCKET [3] - 36:15, 50:12, 55:2
OUTCOME [1] - 197:13
OUTRAGE [4] - 138:13, 138:14, 158:13, 175:6
OUTRAGEOUS [2] - 11:15, 133:15
OUTSIDE [2] - 95:21, 118:25
OVERLOOKED [1] - 170:25
OVERSTAYED [1] - 182:20
OWBPA [1] - 62:23
OWN [26] - 11:12, 22:17, 30:2, 30:6, 32:22, 64:16, 78:2, 107:17, 107:19, 110:6, 110:7, 110:10, 111:10, 111:15, 112:22, 113:2, 137:18, 144:21, 151:10, 153:18, 159:9, 182:14, 185:22, 198:6, 199:6
OWNED [2] - 110:11, 170:9
OWNER [1] - 43:6
OWNERSHIP [2] - 112:19, 112:20
OWNS [4] - 41:18, 50:9, 54:25, 110:6

P

P&C [5] - 141:20, 142:19, 176:19, 176:23, 178:19
P.M [1] - 201:15
PACKAGE [1] - 103:23
PAGE [22] - 8:19, 10:13, 14:16, 14:19, 19:16, 31:21, 32:19, 34:21, 58:14, 67:16, 155:20, 155:25, 156:1, 167:14, 178:4, 179:12, 179:20, 180:2, 180:3, 181:16, 202:2
PAGES [3] - 14:17, 153:18, 179:11
PAID [51] - 6:5, 6:7, 8:3, 8:4, 8:7, 9:22, 13:9, 23:23, 36:9, 36:19, 38:4, 40:9, 42:4, 51:8, 53:6, 55:5, 55:16, 56:23, 66:19, 66:21, 67:1, 67:5, 68:14, 68:22, 72:21, 78:20, 83:17, 83:18, 85:14, 86:24, 87:3, 107:25, 110:18, 132:25, 133:1, 133:9, 133:18, 133:20, 151:9, 163:14, 163:19, 166:1, 170:24, 174:7, 174:8, 174:11, 186:3, 186:20, 187:11, 200:10
PAID-FOR [1] - 23:23
PAINFUL [1] - 129:2
PAPER [16] - 37:4, 42:11, 45:11, 45:22, 51:3, 56:21, 67:2, 73:3, 85:15, 89:4, 139:5, 155:4, 162:20, 163:3, 186:8, 186:14
PARAGRAPH [4] - 145:16, 145:24, 166:18, 166:20
PARAMOUNT [1] - 201:2
PARLOR [1] - 119:12
PART [39] - 5:2, 17:5, 33:21, 35:22, 54:11, 79:10, 86:14, 86:15, 91:7, 95:14, 104:5, 114:25, 117:16, 118:22, 119:10, 126:17, 128:2, 128:10, 139:20, 154:20, 155:6, 155:8, 156:24, 159:17, 163:22, 166:16, 169:23, 170:24, 177:6, 182:10, 182:14, 188:3, 188:5, 188:23, 191:6, 197:1, 199:4, 200:11, 201:8
PARTICIPATE [1] - 58:24
PARTICIPATION [3] - 43:7, 46:20, 72:24
PARTICULAR [3] - 96:9, 134:12, 193:23
PARTICULARLY [6] - 40:3, 68:22, 69:9, 175:1, 178:23, 185:11
PARTIES [3] - 91:9, 119:7, 196:15
PARTNER [1] - 25:7
PARTS [3] - 72:1, 103:22, 103:23
PARTY [4] - 63:6, 117:19, 117:24, 197:14
PASS [1] - 198:11
PASSING [1] - 153:9
PAST [1] - 189:19

PATIENCE [1] - 88:3
PATIENTLY [1] - 61:9
PATRIOTS [1] - 12:2
PAUSE [1] - 104:22
PAY [46] - 9:22, 25:14, 31:4, 32:11, 37:11, 46:3, 51:19, 56:24, 57:16, 61:20, 62:6, 62:10, 66:9, 67:10, 67:19, 69:21, 72:8, 76:18, 77:18, 80:2, 82:14, 82:24, 101:18, 101:22, 107:15, 108:8, 124:24, 126:1, 126:5, 126:6, 126:23, 127:2, 127:5, 127:6, 127:11, 128:4, 128:13, 128:19, 128:20, 133:3, 134:1, 134:3, 140:16, 141:8, 149:19, 165:8
PAYDAY [3] - 13:11, 51:16, 55:12
PAYING [6] - 32:12, 54:14, 89:6, 133:14, 148:23
PAYMENT [2] - 154:4, 173:2
PAYMENTS [5] - 17:17, 64:21, 145:23, 171:4, 174:10
PAYROLL [1] - 165:16
PAYS [1] - 55:9
PEACH [1] - 41:7
PEARSON [1] - 146:18
PEN [2] - 89:2, 128:19
PENNSYLVANIA [1] - 1:1
PENSION [6] - 38:10, 38:12, 80:15, 123:14, 172:18, 173:1
PEOPLE [56] - 9:25, 10:1, 11:3, 14:24, 29:25, 30:8, 31:12, 31:13, 31:14, 33:8, 33:9, 41:1, 42:4, 44:23, 47:7, 49:20, 53:13, 53:15, 55:20, 57:4, 59:24, 62:2, 65:12, 67:3, 69:14, 78:21, 79:5, 85:24, 86:23, 88:8, 88:16, 106:21, 117:3, 117:6, 130:19, 135:9, 135:10, 141:15, 148:13, 159:19, 162:17, 167:7, 169:19, 171:6, 171:7, 173:18, 180:7, 180:8, 187:9, 187:11, 187:12, 188:2, 188:5, 200:7
PER [1] - 26:25
PERCEIVED [3] - 90:9, 99:3, 100:6
PERCENT [15] - 36:18, 36:22, 38:5, 45:17, 85:9, 109:6, 109:13, 142:19, 142:20, 177:18, 177:19, 180:21, 200:23
PERCEPTION [1] - 60:5
PERFECT [1] - 101:25
PERFECTLY [1] - 138:24
PERFORMANCE [14] - 49:15, 61:16, 70:18, 70:20, 82:7, 115:6, 116:2, 116:19, 117:4, 127:1, 159:19, 166:24, 167:4, 168:11
PERFORMING [2] - 117:8, 117:10
PERIOD [5] - 59:19, 94:2, 117:19, 133:10, 141:15
PERKINS [34] - 12:11, 14:2, 30:24, 31:2, 31:18, 32:20, 33:11, 33:20, 33:22, 37:4, 42:2, 43:24, 51:16, 57:10, 75:25, 77:5, 79:22, 86:20, 90:16, 90:25, 91:3, 91:15, 91:16, 153:8, 155:2, 159:9, 159:22, 160:2, 160:9, 160:13, 174:1, 181:8, 183:10
PERKINS' [1] - 35:13
PERMITTED [2] - 91:6, 91:9
PERSON [14] - 7:4, 20:18, 57:6, 77:21, 83:24, 97:24, 105:22, 131:22, 157:6, 174:15, 193:8, 193:17, 199:23
PERSONABLE [1] - 11:21
PERSONALLY [2] - 111:2, 111:3
PERSONNEL [3] - 6:18, 6:20, 167:17
PERSUADE [2] - 99:12, 107:18
PERSUADING [1] - 99:14
PEST [1] - 55:7
PETERSON [15] - 12:16, 12:20, 42:14, 43:10, 45:19, 45:21, 79:22, 86:11, 86:14, 153:9, 154:21, 160:20, 160:22, 183:16, 185:12
PETERSON'S [2] - 8:21, 42:15
PHILADELPHIA [4] - 1:17, 1:21, 2:14, 2:19
PHONE [5] - 67:14, 81:23, 130:18, 130:19
PHONES [1] - 174:8
PHYSICALLY [1] - 147:9
PICK [3] - 81:23, 123:14, 150:7
PICKED [1] - 117:15
PICKING [1] - 97:16
PIECE [16] - 37:4, 42:11, 45:11, 45:22, 51:2, 56:20, 67:2, 73:3, 85:15, 89:3, 139:5, 155:4, 162:20, 163:3, 186:8, 186:14
PIKE [1] - 141:10
PINK [2] - 44:19, 86:11
PITCH [3] - 104:6, 106:20, 111:18
PITCHED [1] - 103:24
PITHY [1] - 88:18
PLACE [11] - 78:15, 87:2, 87:3, 122:1, 126:22, 132:15, 179:10, 179:14, 179:17, 180:11, 192:6
PLACED [2] - 120:8, 196:1
PLAIN [2] - 26:15, 128:23
PLAINTIFF [47] - 3:8, 9:20, 10:7, 10:8, 11:7, 13:15, 13:20, 14:14, 26:21, 27:16, 28:7, 28:9, 28:10, 28:11, 28:13, 30:14, 30:20, 44:7, 85:20, 153:6, 153:16, 153:17, 153:24, 153:25, 178:24, 182:22, 183:8, 186:23, 187:1, 187:2, 187:4, 188:8, 189:1, 191:13, 191:15, 192:24, 193:23, 195:7, 195:10, 195:13, 196:18, 200:3
PLAINTIFF'S [4] - 17:20, 54:22, 193:25, 195:5
PLAINTIFFS [89] - 1:18, 2:5, 4:15, 6:6, 6:8, 8:9, 9:12, 12:15, 15:6, 16:18, 16:20, 16:22, 21:17, 25:25, 29:1, 30:22, 30:24, 31:1, 41:23, 50:21, 57:12, 63:2, 63:11, 63:16, 66:19, 66:24, 67:9, 71:20, 73:16, 78:6, 78:14, 85:16, 86:3, 86:7, 90:8, 90:15, 90:24, 91:11, 95:2, 97:16, 98:17, 98:24, 100:1, 103:10, 103:20, 105:5, 106:24, 112:25, 113:24, 129:5, 129:14, 131:9, 133:23, 136:7, 139:4, 139:22, 146:17, 147:3, 149:9, 150:2, 154:6, 154:16, 154:24, 155:7, 158:18, 160:11, 161:15, 165:6, 165:10, 165:25, 168:12, 169:6, 169:10, 169:12, 173:21, 175:23, 175:25, 178:22, 181:9, 186:24, 192:10, 192:13, 193:10, 194:8, 194:12, 195:25, 196:20, 198:25
PLAINTIFFS' [6] - 76:10, 90:18, 162:9, 186:16, 192:8, 193:18
PLAN [48] - 29:24, 30:11, 43:7, 46:21, 52:6, 53:4, 61:8, 61:10, 61:11, 61:14, 61:20, 62:1, 81:9, 83:8, 83:13, 122:17, 123:14, 124:7, 126:9, 126:16, 126:23, 126:24, 127:3, 127:10, 127:13, 128:5, 128:8, 128:10, 128:13, 128:15, 128:19, 128:21, 171:12, 171:13, 171:21, 171:24, 171:25, 173:1, 178:5, 178:7, 178:8, 179:9, 180:10
PLANNING [11] - 95:17, 126:19, 141:6, 141:11, 142:7, 142:9, 142:15, 142:16, 142:25, 146:14, 176:19
PLANS [6] - 121:10, 126:13, 126:15, 126:21, 171:11, 172:19
PLANTING [1] - 41:6
PLAY [2] - 95:19, 179:4
PLAYED [3] - 67:25, 145:5, 153:3
PLAYER [1] - 80:20
PLAYING [1] - 153:2
PLEASANT [1] - 18:9
PLEASURE [1] - 4:2
PLOW [1] - 147:19
PLOWING [1] - 58:9
PLUGGED [2] - 128:17, 129:3
PLUS [3] - 11:1, 30:3, 79:3
POCKET [10] - 36:15, 40:5, 45:16, 50:12, 55:2, 60:12, 74:23, 107:14, 111:14, 133:23
POCKETS [1] - 113:3
POIGNANT [1] - 157:21
POINT [24] - 15:14, 21:10, 23:14, 56:11, 62:13, 81:18, 85:19, 92:9, 93:17, 109:25, 118:25, 123:15, 135:21, 143:13, 144:13, 146:5, 159:10, 159:20, 160:2, 162:1, 170:1,

170:3, 179:16,
184:22
POINTED [3] - 144:8,
144:14, 178:3
POINTING [1] - 85:21
POINTS [4] - 76:9,
91:14, 92:8, 140:19
POLICIES [16] - 108:1,
108:3, 109:2, 109:3,
109:6, 109:7, 109:8,
109:12, 109:13,
109:14, 109:17,
109:19, 109:23,
110:13, 134:3
POLICY [19] - 21:22,
70:12, 74:6, 74:8,
76:3, 108:2, 108:7,
108:8, 108:12,
110:16, 110:17,
110:18, 111:2,
111:7, 130:13,
133:20, 133:21,
142:1, 145:24
POLISHED [1] - 93:13
PONY [3] - 40:17,
40:18, 40:19
POOR [2] - 61:16,
117:4
POORLY [1] - 117:8
PORTRAY [1] - 78:7
POSED [1] - 190:16
POSITION [7] - 56:3,
59:9, 103:17,
135:11, 139:14,
191:21, 193:18
POSSIBILITIES [1] -
97:4
POSSIBILITY [7] -
90:19, 121:15,
127:20, 131:13,
136:13, 141:11,
141:18
POSSIBLE [4] - 6:1,
54:3, 129:2, 145:7
POWER [1] - 58:6
POWERFUL [1] - 6:2
PRECISELY [7] -
14:12, 34:7, 47:21,
87:24, 164:6,
182:24, 182:25
PREDICAMENT [2] -
135:7, 196:2
PREDICATE [2] -
73:19, 162:9
PREFER [2] - 186:24,
188:11
PREJUDICE [2] -
189:15, 197:13
PREMISE [1] - 99:25
PREPARE [2] - 93:9,
106:3
PREPARED [2] -
93:15, 199:6
PREPARING [8] -
5:18, 22:15, 29:9,
29:14, 129:5, 129:7,
129:8, 168:15
PREPONDERANCE
[12] - 4:14, 27:25,
28:2, 28:18, 28:25,
87:15, 187:4, 191:3,
191:10, 191:19,
193:5
PRESENT [1] - 2:21
PRESENTATION [1] -
114:17
PRESENTATIONS [1]
- 188:17
PRESENTED [5] -
96:25, 123:6, 123:7,
189:18, 196:14
PRESENTING [1] -
90:22
PRESERVE [1] -
121:25
PRESIDENT [8] - 18:8,
20:24, 69:11, 74:3,
85:10, 167:17,
168:14, 168:16
PRESIDENTS [1] -
49:20
PRESSES [1] - 33:7
PRESSURE [15] -
64:1, 64:2, 64:3,
65:20, 65:21, 102:1,
132:10, 164:10,
164:12, 164:15,
164:16, 164:20,
165:2, 196:4, 196:5
PRESSURED [2] -
30:9, 114:9
PRETEND [4] - 67:6,
104:25, 138:11,
173:4
PRETTY [19] - 32:14,
62:10, 71:8, 71:9,
87:11, 106:14,
124:7, 126:17,
127:19, 130:3,
132:16, 134:24,
136:4, 139:12,
140:7, 140:17,
149:17, 154:2
PREVENT [1] - 184:23
PREVENTED [3] -
33:16, 90:22, 143:24
PREVENTING [1] -
145:25
PREVENTS [1] - 124:6
PREVIOUSLY [1] -
35:21
PRICE [2] - 50:6,
52:20
PRIMARY [1] - 199:25
PRISM [1] - 17:16
PRIVILEGE [1] -
182:16
PRIVILEGED [2] -
6:12, 6:13
PROBLEM [9] - 41:8,
90:21, 101:9,
121:15, 126:13,
127:7, 127:12,
146:15, 170:3
PROBLEMS [2] -
119:3, 132:19
PROCEDURE [3] -
115:11, 118:10,
167:10
PROCEDURES [8] -
49:21, 82:5, 118:2,
118:6, 119:23,
168:4, 168:5, 168:9
PROCEED [1] -
152:18
PROCEEDINGS [1] -
201:18
PROCEEDS [1] - 35:7
PROCESS [3] -
105:13, 156:7, 200:6
PRODUCED [1] - 1:23
PRODUCT [1] -
144:11
PRODUCTS [5] -
143:23, 144:5,
144:20, 145:1
PROFESSOR [1] -
80:8
PROGRAM [57] - 5:18,
5:19, 8:23, 8:24,
12:13, 13:24, 13:25,
18:15, 23:17, 25:14,
29:10, 29:13, 31:22,
35:10, 39:5, 44:2,
44:8, 53:18, 100:7,
107:10, 107:13,
110:9, 111:16,
112:7, 112:17,
116:18, 116:19,
121:21, 121:23,
122:1, 122:10,
123:8, 123:19,
123:20, 127:23,
128:2, 128:8,
128:17, 129:9,
133:5, 140:20,
142:15, 142:24,
143:6, 145:13,
145:19, 146:1,
146:13, 150:12,
151:4, 151:23,
154:20, 168:16,
169:11, 171:23,
193:13
PROGRAMS [3] -
5:22, 24:2, 177:6
PROJECTED [1] -
123:12
PROJECTING [1] -
123:9
PROMINENT [1] -
103:22
PROMISE [34] - 8:8,
8:9, 13:21, 17:17,
33:20, 33:25, 38:15,
38:20, 43:17, 45:23,
45:24, 47:3, 47:5,
47:12, 51:3, 51:8,
53:5, 53:6, 54:15,
59:1, 73:3, 79:1,
80:17, 82:19, 83:17,
83:18, 85:16, 86:23,
89:4, 89:6, 155:5,
163:4, 165:20, 186:9
PROMISED [6] - 8:10,
27:20, 47:10, 107:6,
157:19, 199:15
PROMISES [10] -
15:23, 22:23, 45:23,
51:4, 67:3, 67:4,
95:11, 95:15,
107:11, 165:22
PROMOTE [1] -
110:24
PROMPTLY [1] -
174:4
PROOF [12] - 3:9,
27:15, 27:17, 27:25,
63:12, 94:24,
190:14, 191:1,
191:8, 191:16,
191:18, 191:23
PROPERTIES [3] -
26:24, 55:18, 56:6
PROPERTY [4] - 56:8,
164:24, 177:18,
178:17
PROPOSITION [1] -
95:12
PROPRIETARY [5] -
50:8, 54:23, 112:17,
112:19, 170:10
PROSPECT [1] - 18:9
PROTECT [1] - 9:17
PROTECTING [1] -
102:21
PROTECTION [8] -
4:8, 62:21, 99:9,
115:8, 117:5,
118:18, 120:12
PROTECTIONS [5] -
98:20, 103:11,
115:18, 118:9,
118:17
PROUD [2] - 57:23,
58:5
PROVE [8] - 27:22,
63:12, 65:22, 98:24,
164:17, 164:20,
193:4, 196:6
PROVED [1] - 77:6
PROVEN [3] - 28:17,
28:24, 187:3
PROVES [1] - 126:12
PROVIDED [10] -
29:19, 39:5, 40:14,
41:12, 59:19, 61:21,
122:16, 127:13,
190:23
PROVIDING [1] -
118:12
PROVING [4] - 48:12,
191:2, 194:4, 194:16
PROVISION [10] -
39:16, 110:25,
114:25, 115:25,
116:11, 116:25,
120:5, 120:13,
130:9, 167:24
PROVISIONS [7] -
49:18, 110:14,
115:19, 116:1,
118:5, 118:20,
167:21
PULL [2] - 126:2,
150:4
PULLED [4] - 114:17,
117:15, 169:3, 169:4
PUNCH [1] - 22:12
PURCHASE [1] -
52:20
PURCHASED [1] -
186:18
PURPOSE [1] -
145:15
PURPOSES [6] -
58:17, 120:8, 172:9,
172:10, 173:2, 173:3
PURSUE [3] - 51:23,
69:5, 184:12
PURSUED [6] - 46:4,
57:18, 67:12, 82:25,
84:8, 84:18
PURVIEW [1] - 5:6
PUSH [3] - 119:15,
119:16
PUT [46] - 5:17, 8:17,
11:10, 14:2, 17:9,
18:2, 19:5, 19:19,
24:21, 25:8, 25:12,

28:13, 41:17, 54:18,
62:13, 83:2, 83:20,
89:2, 94:1, 94:10,
111:25, 113:4,
114:6, 121:3, 127:8,
133:22, 135:6,
139:2, 153:11,
157:14, 159:16,
159:18, 159:21,
163:3, 163:5,
163:12, 166:19,
168:21, 172:7,
172:18, 173:1,
176:6, 184:24,
191:11
PUTS [2] - 99:23,
143:10
PUTTING [4] - 85:20,
85:22, 102:13,
196:24
PUZZLED [1] - 24:9
PUZZLES [1] - 133:18
PX [5] - 22:13, 166:19,
177:20, 177:21,
178:1

Q

QUADRUPLE [1] -
111:18
QUAGMIRE [5] -
122:11, 123:24,
172:15, 172:19,
172:22
QUANTIFY [1] - 87:23
QUARTER [2] -
152:11, 152:12
QUESTIONS [10] -
5:8, 16:17, 23:13,
24:5, 25:24, 29:17,
75:12, 95:6, 131:21,
143:19
QUIBBLE [1] - 25:25
QUICK [1] - 52:16
QUICKLY [1] - 155:17
QUINN [33] - 1:15,
7:11, 8:14, 63:3,
89:20, 89:22, 90:7,
91:17, 91:20, 92:15,
92:22, 92:24, 93:5,
93:6, 93:8, 153:4,
153:6, 155:22,
159:11, 163:12,
174:12, 176:12,
177:22, 179:8,
179:20, 187:13,
187:20, 198:22,
199:7, 199:10,
200:21, 201:4, 202:4
QUIT [1] - 132:8

QUITE [8] - 24:11,
85:18, 87:11, 159:2,
188:16, 192:3,
198:11, 199:9
QUITTING [1] - 102:3
QUOTE [5] - 10:19,
10:20, 17:7, 20:13,
21:2
QUOTED [1] - 92:8
QUOTES [1] - 20:12

R

R1500 [10] - 53:19,
54:7, 59:7, 81:13,
82:3, 117:13,
117:14, 118:9,
118:12, 167:22
R3001 [3] - 84:9,
84:14, 143:6
R830 [8] - 35:16,
39:15, 114:18,
115:15, 117:13,
119:4, 166:20,
169:20
RAFAEL [2] - 156:2,
156:3
RAILROAD [2] -
57:24, 58:2
RAISE [5] - 75:21,
75:23, 89:25, 94:15,
191:3
RAISED [1] - 121:14
RAISES [2] - 131:20,
143:19
RAN [2] - 78:25,
126:12
RAPHAEL [3] - 10:24,
10:25, 156:11
RASHID [1] - 2:23
RATE [2] - 140:17,
175:24
RATES [19] - 53:20,
53:21, 53:23, 54:9,
75:19, 75:22, 75:23,
140:14, 175:22,
176:11, 176:19,
177:24, 178:7,
178:13, 178:15,
178:16, 180:16,
180:18, 180:20
RATHER [8] - 84:5,
131:23, 135:22,
161:14, 162:18,
192:21, 194:13
RATIONAL [6] - 66:4,
159:4, 161:21,
165:18, 168:25,
185:10
REACH [1] - 130:20

REACHED [1] -
145:21
READ [23] - 8:21,
13:23, 14:25, 21:25,
26:15, 34:4, 43:20,
47:20, 48:21, 59:14,
64:4, 68:24, 70:9,
80:21, 84:1, 115:20,
122:7, 122:8,
137:17, 156:2,
157:7, 180:4, 199:16
READING [4] - 26:6,
180:5, 180:6, 190:4
READJUST [1] - 77:24
READY [3] - 92:22,
93:4, 200:19
REAL [21] - 15:10,
57:2, 66:23, 66:24,
66:25, 72:12, 77:11,
77:15, 78:18, 78:21,
87:18, 87:20, 87:22,
97:3, 103:13,
114:14, 131:13,
145:3, 150:13,
185:7, 186:18
REALITY [2] - 168:19,
181:9
REALIZE [1] - 52:24
REALIZED [2] - 26:16,
126:18
REALLY [20] - 17:10,
20:8, 28:8, 39:4,
49:25, 57:25, 81:22,
97:12, 97:13, 99:16,
105:1, 113:10,
133:25, 135:11,
138:19, 138:25,
140:9, 159:5, 186:1,
196:22
REASON [26] - 84:12,
96:7, 98:4, 98:21,
98:22, 99:7, 103:24,
107:18, 115:10,
116:16, 120:14,
120:17, 120:18,
120:19, 120:21,
120:22, 120:24,
121:1, 139:9,
139:10, 153:13,
167:9, 173:21, 176:5
REASONABLE [14] -
97:24, 98:12, 115:6,
118:14, 131:21,
131:22, 151:1,
167:4, 190:24,
191:4, 191:7, 191:9,
193:17, 197:16
REASONS [9] - 63:5,
91:21, 96:9, 114:3,
116:22, 169:4,

184:8, 192:12
REBUTTAL [5] - 3:11,
87:12, 152:19, 202:5
RECEIVE [4] - 111:5,
118:13, 122:15,
147:1
RECEIVED [18] - 31:3,
32:20, 33:3, 33:5,
33:23, 33:24, 38:6,
38:8, 38:9, 52:22,
53:17, 55:9, 58:21,
58:23, 74:12, 148:2,
195:14
RECEIVING [1] -
145:22
RECESSION [4] -
30:2, 48:4, 89:10,
175:2
RECLASSIFY [2] -
172:10, 173:13
RECOGNIZED [1] -
111:19
RECONSIDER [1] -
175:16
RECORD [7] - 16:7,
55:4, 92:7, 92:21,
199:4, 199:11,
201:18
RECORDED [2] -
68:2, 68:4
RECORDING [4] -
68:1, 68:3, 68:5
RECORDS [2] - 45:10,
65:25
RECoup [6] - 76:22,
76:24, 77:2, 86:4,
111:24
RECOUPED [10] -
37:1, 37:2, 45:16,
45:17, 55:10, 60:13,
71:1, 74:24, 82:12,
86:6
RECOVER [3] - 131:5,
150:16, 181:2
RECREATE [1] -
59:22
RECRUIT [1] - 106:9
RED [1] - 180:22
REDIRECT [2] - 10:17,
178:3
REDUCE [8] - 85:8,
141:24, 142:9,
142:16, 143:8,
177:17, 178:15,
180:20
REDUCED [2] - 53:23,
141:18
REDUCTION [5] -
127:4, 127:15,
127:16, 127:18,

127:25
REDUCTIONS [1] -
167:2
REEMPLOYMENT [2]
- 145:17, 145:20
REFER [1] - 159:12
REFERENCE [1] -
153:9
REFERRED [3] - 76:8,
107:23, 186:17
REFINANCE [2] -
113:19, 113:20
REFLECTS [2] -
156:16, 156:17
REFRIGERATOR [1] -
108:6
REFUSED [1] - 159:7
REFUTING [1] - 158:1
REGARD [2] - 3:20,
196:25
REGARDLESS [1] -
118:10
REGGIE [7] - 18:24,
37:13, 79:18, 79:19,
161:18, 185:1
REGIONAL [2] -
49:20, 70:10
REHEARSED [1] -
105:23
REHIRE [1] - 76:3
REHIRED [1] - 146:2
REHIRING [1] -
180:23
REIMBURSED [2] -
100:12, 113:6
REIMBURSEMENT [3]
- 100:20, 124:19,
140:23
REINERIO [14] -
17:22, 32:25, 33:3,
41:13, 57:13, 57:14,
57:15, 57:21, 58:14,
79:20, 153:8,
157:21, 170:11,
183:24
REJECT [1] - 41:20
RELATED [2] - 111:7,
140:13
RELATIONSHIP [2] -
46:18, 63:20
RELEASE [237] - 4:16,
8:6, 8:18, 8:22, 9:13,
9:14, 9:19, 9:21,
10:8, 10:11, 10:12,
10:14, 10:18, 10:22,
11:2, 11:4, 12:5,
12:7, 12:9, 12:10,
12:12, 12:14, 13:16,
13:21, 14:5, 14:12,
14:19, 15:7, 16:23,

17:6, 18:16, 19:25,
27:17, 27:19, 27:22,
28:19, 29:16, 32:14,
32:17, 32:18, 32:20,
34:5, 34:6, 35:10,
37:18, 37:20, 37:23,
37:25, 38:4, 39:2,
39:8, 39:10, 39:21,
40:20, 40:22, 42:16,
43:3, 43:20, 44:1,
44:3, 44:11, 44:14,
44:15, 44:18, 46:10,
46:12, 47:10, 47:12,
48:1, 48:10, 48:12,
48:16, 49:1, 49:2,
52:14, 54:13, 57:1,
58:19, 59:10, 59:16,
60:22, 62:4, 62:9,
62:15, 62:18, 65:1,
65:9, 65:11, 65:14,
66:10, 67:25, 68:7,
68:8, 68:25, 69:19,
69:24, 70:1, 70:3,
72:16, 72:17, 72:18,
73:7, 73:8, 73:11,
75:4, 77:17, 78:7,
79:10, 79:19, 80:14,
80:22, 83:7, 83:8,
83:10, 83:25, 84:2,
84:6, 84:10, 84:17,
87:17, 90:25, 91:11,
96:20, 96:22, 97:2,
97:17, 98:12, 99:16,
99:19, 100:25,
101:1, 101:2, 101:7,
101:8, 101:13,
103:1, 103:3, 124:3,
125:4, 125:10,
125:12, 125:16,
125:17, 125:22,
125:23, 127:7,
127:10, 127:11,
128:4, 128:21,
128:22, 129:1,
129:11, 129:12,
129:15, 129:16,
131:11, 131:24,
134:19, 136:1,
136:18, 137:5,
137:11, 137:17,
137:22, 138:10,
139:11, 139:21,
140:2, 140:3,
140:21, 143:20,
147:4, 147:7,
149:10, 149:12,
149:24, 150:14,
150:16, 150:22,
150:24, 150:25,
151:3, 151:7,
151:13, 151:20,

151:24, 152:2,
152:4, 154:14,
154:16, 154:20,
156:16, 156:19,
156:20, 157:4,
157:7, 158:3,
158:22, 158:23,
160:23, 161:4,
161:17, 162:14,
162:17, 162:24,
175:19, 175:21,
182:23, 183:18,
184:21, 185:12,
186:17, 186:19,
187:5, 189:3, 193:2,
193:5, 193:13,
193:21, 194:1,
194:4, 194:10,
194:13, 194:14,
194:17, 195:1,
195:4, 195:8,
195:12, 196:3,
196:19

RELEASED [2] -
115:10, 167:9
RELEASES [1] - 137:3
RELEASING [2] -
47:16, 47:18
RELEVANT [5] -
96:15, 116:25,
148:1, 175:22, 176:1
RELIANCE [1] - 120:7
RELIED [1] - 179:2
RELIEF [2] - 156:5
REMAIN [2] - 44:17,
152:17
REMAINING [1] - 67:9
REMAINS [1] - 97:11
REMARKS [3] - 91:13,
93:15, 136:5
REMEMBER [33] -
16:7, 23:4, 23:6,
23:8, 41:8, 44:19,
45:5, 45:23, 49:18,
52:3, 52:25, 53:21,
69:10, 74:15, 74:20,
78:23, 78:24, 81:4,
82:13, 86:10, 94:9,
107:12, 137:7,
163:11, 164:9,
167:5, 175:16,
177:22, 178:2,
179:24, 180:21,
184:15
REMIND [3] - 16:8,
196:19, 197:23
REMINDED [1] - 95:18
REMISS [1] - 6:11
REMOTELY [1] -
163:23

REMOVED [1] - 105:7
RENDERED [1] -
128:19
RENEGE [1] - 163:7
RENEW [1] - 108:3
RENEWAL [2] - 70:23,
107:24
RENEWALS [7] -
108:9, 108:10,
108:13, 108:24,
109:13, 110:2,
142:20
RENEWED [4] - 80:9,
80:10, 109:7, 134:4
RENEWS [1] - 108:2
RENTAL [1] - 56:6
REORGANIZATION
[7] - 61:11, 61:25,
128:7, 128:11,
167:3, 171:17,
171:23
REORGANIZED [1] -
45:3
REPAID [1] - 70:23
REPEAT [2] - 85:25,
193:2
REPEATEDLY [1] -
40:12
REPETITIVE [1] -
187:23
REPHRASE [1] -
74:17
REPLACE [1] - 35:3
REPORTER [2] - 1:20,
201:23
REPOSITORIES [1] -
5:4
REPRESENT [1] -
87:8
REPRESENTING [6] -
1:18, 2:5, 2:11, 2:15,
2:20, 188:20
REQUESTED [1] -
45:1
REQUIRE [2] - 48:10,
131:24
REQUIRED [8] -
96:19, 96:21,
133:12, 149:5,
149:6, 149:7,
167:17, 196:2
REQUIREMENT [1] -
146:3
REQUIREMENTS [4] -
62:15, 62:16, 62:20,
62:23
RESCIND [7] - 31:5,
42:18, 46:4, 67:11,
72:8, 80:2, 82:24
RESERVE [1] - 141:1

RESERVES [2] -
119:20, 119:22
RESOLVES [1] -
99:24
RESOURCE [4] -
21:21, 85:22, 168:5,
168:7
RESPECT [15] - 5:10,
16:10, 132:13,
161:22, 174:14,
174:20, 181:22,
186:11, 186:23,
188:20, 189:1,
189:14, 192:24
RESPECTS [1] -
200:13
RESPOND [5] - 92:3,
93:11, 116:13,
116:17, 132:19
RESPONSE [1] -
130:22
RESPONSES [1] -
21:24
RESPONSIBILITIES
[3] - 104:18, 105:9,
105:18
RESPONSIBILITY [3]
- 56:25, 106:9,
199:25
RESPONSIBLE [1] -
102:20
REST [6] - 39:13, 70:7,
114:24, 117:20,
117:21, 117:22
RESTRICTIONS [4] -
117:25, 131:8,
168:2, 174:7
RESULT [7] - 46:24,
78:17, 93:13, 127:4,
127:23, 145:19,
146:1
RESULTED [1] - 186:3
RESULTS [2] - 74:13,
97:8
RETAINED [1] - 58:17
RETIRE [1] - 122:21
RETIREE [2] - 52:22,
122:21
RETIREMENT [5] -
52:7, 52:8, 53:25,
146:4, 164:1
RETOOL [4] - 59:18,
77:24, 158:6, 184:3
RETURN [14] - 36:18,
36:22, 36:23, 45:18,
53:25, 92:19, 97:18,
111:25, 112:5,
114:6, 151:20,
163:13, 183:15,
186:8

RETURNS [4] - 50:14,
60:14, 82:17, 114:1
REVENUE [1] - 177:6
REVIEW [13] - 45:2,
74:2, 74:4, 85:10,
115:11, 115:17,
118:14, 118:15,
167:10, 167:16,
168:12, 177:5, 177:6
REVIEWED [3] -
115:16, 120:15,
120:24
REVIEWING [2] -
58:18, 120:18
REVOKE [6] - 30:15,
30:16, 37:11, 57:17,
80:3, 82:25
RHONDA [1] - 2:23
RICHARD [1] - 2:6
RICHES [2] - 99:18,
116:24
RICK [1] - 93:22
RIDICULOUS [1] -
135:20
RIGHTS [8] - 14:20,
26:8, 99:9, 102:21,
156:6, 156:11,
162:6, 195:11
RING [3] - 11:18, 21:8,
40:4
RINGS [2] - 47:2,
59:15
RISES [1] - 188:14
RISK [5] - 11:15,
111:23, 172:7,
172:18, 173:1
ROAD [1] - 149:15
ROBERT [1] - 10:16
ROGER [2] - 28:18,
28:25
ROHLFING [1] - 2:23
ROLE [1] - 46:12
ROLL [1] - 168:15
ROMAN [2] - 166:21
ROMERO [1] - 1:3
RONALD [1] - 1:11
ROOM [2] - 95:23,
163:16
ROOT [2] - 96:10,
96:11
ROSBOROUGH [3] -
4:18, 61:9, 171:18
ROUGHHOUSING [1]
- 95:21
ROUGHLY [3] - 13:6,
82:20, 154:14
RPR [1] - 1:19
RUIN [12] - 11:9, 32:4,
47:25, 48:6, 55:17,
55:19, 65:24, 67:18,

101:24, 103:1,
131:14, 196:3
RUINED [1] - 69:19
RULE [1] - 156:8
RULES [6] - 36:7,
118:1, 159:24,
159:25, 168:3, 168:4
RULINGS [2] - 200:18,
200:23
RUN [3] - 45:25,
95:24, 147:19
RUNNING [4] -
102:15, 102:16,
141:7, 164:5

S

SALARY [3] - 42:17,
128:14, 133:16
SALE [11] - 12:9,
18:15, 41:4, 50:21,
53:24, 58:15, 58:19,
71:20, 75:7, 159:21,
161:16
SALES [2] - 42:7,
142:19
SALLIE [1] - 2:7
SALVAGE [1] - 151:24
SATELLITE [1] - 43:14
SATISFACTORY [1] -
115:7
SATISFYING [1] -
146:2
SAVE [3] - 102:24,
123:4, 123:10
SAVINGS [3] - 123:16,
131:15, 164:22
SAW [36] - 9:16, 9:17,
10:20, 13:14, 13:18,
16:8, 16:19, 17:21,
20:24, 25:23, 26:20,
26:23, 26:24, 26:25,
27:1, 27:10, 29:10,
30:1, 47:20, 50:7,
53:24, 59:24, 65:2,
75:21, 75:24, 82:21,
83:23, 84:24, 85:17,
153:3, 156:21,
163:9, 167:19,
190:12, 198:13
SCREEN [1] - 99:23
SCRIPT [2] - 93:10,
132:20
SEATED [5] - 3:4,
89:19, 90:4, 93:4,
152:17
SECOND [16] - 9:20,
14:19, 22:25, 24:7,
37:9, 58:14, 59:13,
76:21, 93:9, 94:9,
109:5, 116:4,
123:12, 153:4,
166:23, 195:5
SECONDLY [1] - 30:8
SECONDS [1] -
187:25
SECRET [3] - 178:8,
179:9, 180:10
SECRETE [1] - 22:7
SECRETLY [1] - 69:14
SECURE [1] - 89:8
SECURED [2] - 111:2,
111:3
SECURITY [27] -
49:12, 84:22, 98:20,
99:8, 99:10, 100:2,
100:10, 103:10,
103:15, 103:24,
104:5, 104:13,
104:17, 105:17,
106:22, 107:7,
107:12, 110:23,
112:2, 112:8,
112:14, 112:23,
114:11, 115:22,
170:1
SEE [31] - 4:5, 4:6,
6:7, 6:13, 6:24, 6:25,
7:16, 8:8, 9:12, 9:14,
11:22, 15:12, 36:1,
60:7, 63:25, 69:8,
70:13, 89:12, 99:25,
107:24, 118:3,
130:4, 142:21,
156:20, 157:23,
162:8, 180:1, 201:6,
201:13
SEEK [8] - 46:5, 46:7,
65:6, 78:12, 78:13,
78:14, 195:14
SEEKING [2] - 25:24,
102:14
SEEM [2] - 93:13,
119:9
SELECT [3] - 97:9,
98:11, 199:23
SELECTED [4] - 79:9,
154:21, 183:19,
184:7
SELECTION [2] -
69:13, 156:7
SELF [4] - 132:13,
174:14, 174:20,
186:11
SELF-RESPECT [1] -
132:13
SELL [42] - 5:16,
11:24, 12:1, 18:13,
19:24, 21:7, 34:10,
34:22, 35:6, 37:22,
40:4, 45:23, 45:24,
52:7, 52:18, 52:19,
54:19, 56:10, 58:11,
59:10, 72:2, 86:19,
104:10, 104:13,
110:16, 124:21,
130:6, 130:25,
131:1, 143:23,
144:3, 144:5,
144:11, 144:20,
144:25, 145:1,
145:2, 158:5,
161:11, 163:21,
175:17
SELLING [19] - 20:5,
31:19, 33:13, 36:16,
38:7, 43:6, 59:11,
76:2, 90:11, 98:7,
100:18, 130:2,
130:5, 131:7,
140:19, 158:4,
173:25, 183:19,
183:25
SELLS [2] - 109:2,
109:5
SENATE [1] - 18:10
SEND [1] - 175:8
SENDING [1] - 81:20
SENSE [37] - 11:14,
16:14, 17:11, 17:21,
17:22, 18:1, 18:4,
19:4, 20:2, 20:8,
20:9, 21:5, 21:7,
21:13, 48:25, 68:12,
74:18, 74:20, 77:12,
81:17, 88:9, 105:14,
110:8, 114:4, 114:5,
116:12, 117:2,
117:11, 147:8,
147:10, 147:19,
147:23, 148:4,
149:2, 185:13,
185:14
SENSES [1] - 190:13
SENT [3] - 138:6,
141:14
SENTENCE [10] -
114:17, 117:16,
117:20, 117:21,
117:22, 166:22,
166:23, 166:24
SENTENCES [2] -
119:14, 166:23
SEPARATE [3] -
130:23, 130:25,
192:23
SEPARATION [1] -
127:24
SEPTEMBER [3] -
141:23, 145:13,
177:16
SEQUENCE [1] -
153:15
SERIOUS [3] - 57:7,
131:21, 143:19
SERIOUSLY [2] -
40:1, 54:21
SERVANTS [1] - 7:7
SERVE [2] - 7:8, 148:4
SERVICE [11] - 5:12,
41:15, 61:14, 93:20,
93:24, 122:13,
122:22, 128:15,
146:3, 148:18,
167:16
SESSION [2] - 89:18,
152:16
SET [6] - 104:23,
109:17, 127:24,
165:24, 180:13,
186:12
SETTING [1] - 173:1
SEVEN [59] - 9:21,
10:2, 10:3, 15:17,
29:24, 30:3, 30:12,
30:13, 30:16, 31:3,
31:4, 31:8, 32:11,
37:9, 37:10, 42:9,
42:15, 46:3, 51:19,
57:16, 57:17, 62:5,
67:10, 67:19, 69:22,
72:8, 76:18, 77:17,
77:18, 80:1, 80:2,
82:14, 82:15, 82:23,
82:24, 132:25,
133:1, 133:4, 133:7,
133:19, 135:12,
158:11, 158:12,
158:14, 158:17,
158:20, 165:16,
174:25, 175:3
SEVENTH [1] - 195:17
SEVERAL [8] - 31:9,
56:9, 96:9, 122:7,
124:8, 142:5,
164:21, 184:9
SEVERANCE [80] -
10:4, 30:4, 32:5,
32:13, 41:4, 41:5,
42:23, 52:1, 56:15,
56:17, 56:22, 56:23,
58:12, 58:22, 59:17,
60:19, 60:20, 60:21,
61:8, 61:10, 61:11,
61:15, 61:20, 62:1,
62:3, 66:9, 67:17,
69:19, 69:20, 76:19,
79:21, 80:14, 82:12,
97:22, 97:23, 98:5,
98:10, 101:10,
122:25, 124:23,
126:4, 126:5, 126:9,
126:13, 126:15,
126:20, 126:21,
126:23, 126:24,
127:2, 128:15,
128:19, 129:16,
129:25, 130:24,
131:23, 132:12,
138:7, 139:6,
144:23, 145:23,
147:4, 149:17,
151:5, 151:8, 154:8,
157:10, 158:5,
158:11, 158:21,
171:11, 171:13,
171:21, 171:24,
171:25, 183:21
SEVERE [1] - 122:23
SEVERED [2] - 9:25
SHAKE [1] - 38:25
SHALL [3] - 115:9,
163:22, 167:8
SHARED [1] - 74:25
SHOP [1] - 56:6
SHORT [3] - 17:7,
87:12, 199:16
SHORTER [2] - 88:13,
88:21
SHORTHAND [1] -
1:23
SHORTLY [1] - 33:13
SHOT [3] - 20:22,
130:3, 130:4
SHOW [11] - 7:21,
32:8, 66:1, 104:13,
117:20, 118:23,
120:4, 133:12,
167:7, 177:23,
179:10
SHOWED [16] - 4:12,
24:22, 29:15, 32:9,
117:18, 119:17,
144:14, 144:16,
156:2, 163:12,
163:19, 169:15,
171:14, 178:1,
179:21, 182:22
SHOWING [3] - 119:8,
149:2, 179:8
SHOWN [3] - 114:24,
176:25, 182:10
SHOWS [5] - 87:14,
87:19, 142:15,
142:17, 170:19
SHUT [1] - 45:4
SIDE [9] - 95:6, 95:7,
95:8, 147:21,
159:17, 191:12,
198:21, 199:13,

200:22
SIDE-BAR [2] -
 198:21, 199:13
SIDES [2] - 99:11,
 200:17
SIDESHOW [1] -
 168:18
SIGN [81] - 14:19,
 18:2, 22:18, 30:15,
 32:13, 37:23, 39:20,
 42:15, 44:18, 47:4,
 47:7, 48:1, 49:3,
 60:22, 62:4, 62:9,
 63:18, 63:23, 70:1,
 72:16, 72:18, 76:22,
 77:16, 78:7, 83:9,
 84:5, 96:23, 100:24,
 101:1, 101:7, 101:8,
 102:10, 103:1,
 120:17, 125:4,
 125:10, 125:12,
 125:15, 125:17,
 125:23, 127:6,
 127:9, 128:22,
 129:1, 129:11,
 129:12, 129:15,
 129:16, 131:11,
 131:24, 138:24,
 139:3, 139:4,
 140:21, 147:3,
 147:7, 147:9,
 149:10, 149:23,
 151:2, 151:5, 151:6,
 151:13, 152:2,
 152:6, 154:14,
 157:13, 157:14,
 158:22, 174:16,
 175:13, 175:14,
 181:25, 182:1,
 184:23, 194:1,
 194:10, 194:14,
 196:2
SIGNATURE [2] -
 51:3, 137:11
SIGNATURES [2] -
 49:19, 167:20
SIGNED [86] - 4:16,
 9:19, 10:7, 10:14,
 10:21, 12:5, 12:7,
 12:9, 12:10, 12:12,
 12:14, 13:16, 13:20,
 14:5, 14:11, 15:7,
 18:5, 18:15, 18:16,
 19:23, 26:12, 26:13,
 26:14, 27:23, 28:18,
 32:18, 34:6, 37:25,
 39:2, 39:9, 43:25,
 44:10, 46:12, 47:10,
 48:11, 51:4, 52:13,
 66:9, 68:8, 69:14,
 72:15, 73:7, 79:19,
 79:24, 84:9, 84:10,
 84:16, 84:17, 84:23,
 85:1, 89:3, 90:25,
 91:11, 103:3,
 115:14, 136:1,
 137:3, 137:12,
 138:22, 139:22,
 143:19, 150:24,
 151:19, 154:16,
 156:16, 160:23,
 161:16, 161:17,
 162:24, 167:8,
 174:5, 175:15,
 175:18, 180:15,
 185:23, 186:9,
 187:5, 189:2, 193:3,
 193:6, 194:4,
 194:17, 195:1,
 196:19
SIGNIFICANCE [1] -
 176:4
SIGNIFICANT [3] -
 66:5, 127:22, 176:10
SIGNING [46] - 32:17,
 32:20, 37:18, 37:19,
 39:8, 40:22, 43:3,
 45:22, 46:10, 59:16,
 67:25, 68:7, 69:24,
 73:11, 75:4, 80:13,
 83:7, 83:25, 87:17,
 96:19, 97:2, 97:17,
 98:12, 99:16, 99:19,
 101:13, 125:22,
 127:11, 128:21,
 137:5, 138:19,
 139:24, 140:1,
 149:12, 150:14,
 150:16, 150:22,
 150:23, 151:24,
 152:3, 157:3,
 162:19, 174:21,
 194:13, 195:9
SIGNS [2] - 158:3,
 186:13
SILLY [1] - 147:14
SIMILAR [1] - 105:21
SIMPLE [6] - 28:15,
 89:1, 99:19, 114:15,
 190:7, 198:11
SIMPLY [7] - 91:4,
 97:4, 99:6, 122:13,
 148:19, 163:15,
 182:13
SINCERE [2] - 94:2,
 137:21
SINGLE [16] - 8:1, 8:3,
 13:10, 17:15, 44:6,
 44:10, 45:11, 55:12,
 96:4, 107:5, 112:11,
 133:12, 169:24,
 176:24, 179:2
SIT [1] - 65:13
SITTING [4] - 25:11,
 90:6, 129:14, 133:17
SITUATION [6] - 7:3,
 95:2, 117:9, 164:16,
 184:17, 196:5
SITUATIONS [1] -
 65:21
SIX [6] - 60:6, 101:19,
 109:22, 126:6,
 128:23, 151:9
SIXTH [2] - 17:19,
 195:15
SIZABLE [1] - 174:9
SJ [1] - 1:11
SKILLED [1] - 14:24
SKIPPED [1] - 79:5
SKIPS [1] - 163:13
SLIDE [110] - 34:2,
 34:8, 35:9, 35:13,
 35:19, 36:4, 36:25,
 37:3, 37:16, 38:1,
 38:3, 38:15, 38:17,
 39:6, 39:11, 39:23,
 40:15, 40:21, 42:21,
 43:2, 43:16, 43:18,
 43:23, 44:16, 44:24,
 45:9, 45:15, 46:2,
 46:8, 46:17, 47:3,
 47:9, 47:19, 47:23,
 48:15, 49:23, 50:11,
 51:1, 51:25, 52:10,
 52:17, 53:5, 53:7,
 53:16, 54:1, 54:4,
 54:22, 55:1, 55:14,
 55:21, 56:5, 56:22,
 58:21, 58:25, 59:4,
 59:13, 60:1, 60:10,
 60:16, 61:13, 61:19,
 61:23, 68:6, 68:14,
 68:19, 68:23, 69:1,
 69:12, 69:18, 70:6,
 70:16, 70:21, 71:11,
 72:4, 72:13, 72:21,
 73:5, 73:9, 73:25,
 74:10, 74:22, 75:3,
 75:10, 80:6, 80:13,
 80:16, 80:19, 80:24,
 80:25, 81:10, 82:8,
 83:5, 83:11, 83:16,
 83:22, 84:1, 84:3,
 84:19, 85:6, 85:12,
 150:4, 153:11,
 153:13, 163:9,
 163:11, 163:22,
 171:19, 176:6,
 177:17
SLIDES [1] - 97:21
SLIGHTLY [1] -
 191:17
SLIP [3] - 192:23,
 192:24, 198:10
SLIPPED [1] - 111:1
SMALL [1] - 198:2
SMART [1] - 75:15
SMYLIE [6] - 2:7,
 137:8, 137:24,
 144:6, 144:13,
 200:16
SNEAKS [1] - 22:3
SNOW [1] - 58:8
SNOWPLOWING [1] -
 18:1
SO-CALLED [4] -
 128:11, 163:15,
 163:20, 178:5
SOCIETY [13] - 18:6,
 31:12, 34:20, 46:13,
 51:5, 62:11, 67:20,
 68:20, 77:20, 78:21,
 83:20, 87:2, 165:2
SOLD [38] - 12:6, 12:8,
 18:18, 18:19, 33:4,
 35:1, 36:20, 37:13,
 37:23, 39:7, 39:21,
 40:16, 45:14, 55:13,
 56:10, 71:2, 74:25,
 79:18, 109:7, 109:9,
 109:12, 109:13,
 109:21, 109:23,
 112:6, 133:20,
 133:22, 134:3,
 150:17, 161:19,
 161:25, 173:23,
 175:17, 183:20,
 184:7, 184:25
SOLELY [2] - 143:16,
 183:25
SOLICIT [1] - 182:2
SOLICITATION [1] -
 181:6
SOLUTION [1] - 124:3
SOLVING [1] - 121:15
SOMEONE [13] -
 27:19, 46:15, 69:25,
 71:25, 78:18, 78:19,
 82:1, 124:2, 150:8,
 165:1, 165:3, 165:4,
 170:12
SOMETIMES [7] -
 9:10, 13:18, 34:20,
 106:22, 110:4,
 197:25, 198:17
SOMEWHAT [3] - 4:3,
 168:18, 187:22
SOMEWHERE [2] -
 10:19, 123:24
SON [12] - 18:18,
 18:24, 21:16, 39:22,
 39:25, 79:19, 126:2,
 149:20, 161:18,
 161:19, 161:23,
 185:1
SOO [9] - 17:24,
 57:21, 57:22, 59:2,
 59:7, 59:16, 79:21,
 157:23, 184:4
SOON [1] - 177:4
SOPHISTICATED [13]
 - 34:3, 38:18, 43:19,
 47:20, 53:8, 59:4,
 60:8, 68:24, 73:6,
 80:19, 80:20, 83:23,
 157:7
SORRY [5] - 91:7,
 117:5, 123:4,
 123:11, 166:21
SORT [4] - 16:2,
 106:3, 106:12,
 107:23
SOUGHT [12] - 31:6,
 37:12, 42:19, 46:4,
 51:20, 67:11, 72:9,
 72:10, 82:25
SOUND [1] - 25:17
SOUNDED [1] -
 105:21
SOUNDS [1] - 182:9
SOUTH [3] - 51:15,
 53:9, 57:5
SPACE [1] - 75:1
SPAHR [1] - 2:18
SPEAKING [3] -
 39:10, 73:8, 165:19
SPEAKS [2] - 22:21,
 155:11
SPEC [1] - 167:5
SPECIAL [2] - 7:14,
 171:23
SPECIFIC [5] - 22:10,
 28:11, 30:22, 30:24,
 173:22
SPECIFICITY [1] -
 195:3
SPECULATE [3] -
 63:4, 192:6, 192:12
SPEED [1] - 147:18
SPEND [7] - 11:12,
 11:16, 107:17,
 107:19, 111:14,
 111:17, 170:18
SPENDING [3] -
 79:14, 108:5, 131:15
SPENT [9] - 4:22,
 113:5, 122:19,
 129:23, 153:23,
 170:20, 170:21,
 171:8, 189:5

SPONSORED [1] - 128:8	STAY [8] - 35:5, 39:13, 51:11, 51:22, 56:18, 124:20, 124:25, 182:18	STRAW [4] - 104:24, 105:15	SUFFICIENT [3] - 64:3, 66:1, 164:11	21:1
SPONSORING [1] - 108:6	STAYED [1] - 77:1	STREAM [1] - 59:20	SUGGEST [14] - 14:21, 14:22, 121:1, 131:20, 133:24, 135:16, 136:23, 136:24, 138:13, 138:14, 148:18, 148:19, 158:13, 175:6	SURPRISED [1] - 9:9
SPREAD [1] - 101:18	STAYING [1] - 130:2	STREET [7] - 1:16, 1:21, 2:3, 2:13, 2:19, 25:13, 147:15	SUGGESTED [7] - 90:14, 124:1, 136:12, 137:25, 150:18, 161:25, 197:3	SURRENDER [1] - 14:10
SQUARE [3] - 12:25, 78:19, 84:25	STAYS [1] - 6:22	STRIKE [2] - 74:16	SUGGESTING [3] - 91:5, 135:9, 188:15	SURRENDERING [2] - 26:2, 27:20
SQUARED [1] - 25:22	STEADY [1] - 59:20	STROKE [1] - 128:18	SUGGESTION [5] - 94:22, 132:10, 175:24, 178:6, 195:24	SURVIVE [1] - 11:9
SQUARED [1] - 25:22	STEAL [1] - 104:20	STRONG [1] - 69:11	SUGGESTIONS [3] - 9:23, 75:18, 200:5	SURVIVED [1] - 60:23
STABLE [2] - 26:25, 56:7	STEINBERG [1] - 10:16	STRUCTURE [2] - 176:20, 176:22	SUGGESTS [4] - 90:17, 105:4, 149:7, 175:7	SUSPECT [1] - 93:1
STAFF [2] - 94:1, 155:11	STEMS [1] - 192:8	STRUCTURED [2] - 90:3, 129:9	SUING [9] - 75:17, 79:14, 124:6, 136:14, 154:22, 172:20, 174:22, 183:17, 184:18	SUZANNE [3] - 1:19, 6:21, 201:21
STAKE [1] - 131:25	STEP [9] - 102:19, 124:8, 124:12, 124:14, 125:2, 125:3, 125:9, 125:14, 125:15	STRUCTURING [2] - 128:8, 128:24	SUIT [1] - 44:11	SWITCH [1] - 173:16
STALL [1] - 156:5	STEPS [2] - 5:25, 124:8	STUCK [1] - 151:7	SUM [1] - 79:7	SWORE [1] - 12:17
STAND [14] - 17:2, 17:5, 19:22, 22:22, 25:18, 34:14, 50:2, 50:8, 53:23, 90:5, 135:14, 152:1, 161:6, 181:2	STICK [1] - 93:10	STUDY [1] - 9:21	SUMMARY [1] - 155:17	SWORN [1] - 28:16
STANDARD [4] - 8:22, 82:11, 119:22, 178:16	STILL [10] - 13:9, 83:21, 109:14, 127:10, 133:11, 134:1, 135:15, 154:21, 162:22, 188:11	STUFF [2] - 29:19, 81:20	SUMMER [3] - 177:25, 178:9, 179:21	SYLLOGISM [3] - 73:18, 78:9, 162:8
STANDARDS [1] - 115:7	STIPULATED [1] - 65:10	SUBJECT [3] - 117:24, 168:1, 200:21	SUMMONED [2] - 7:18, 148:25	SYMPATHY [1] - 189:15
STANDING [7] - 65:22, 90:5, 147:15, 147:24, 164:17, 187:13, 196:6	STOCK [4] - 43:7, 46:20, 72:24, 83:13	SUBMIT [13] - 29:4, 51:5, 66:1, 75:13, 75:14, 87:14, 87:19, 164:19, 165:7, 180:5, 187:3, 188:1, 200:19	SUMMONS [2] - 148:3, 148:16	SYSTEM [3] - 5:2, 6:17, 7:7
STANDOFF [1] - 95:24	STOLE [1] - 21:19	SUBMITS [1] - 28:23	SUPERIOR [1] - 154:7	
START [15] - 3:12, 6:5, 29:7, 31:2, 35:2, 35:7, 57:11, 87:24, 90:16, 130:11, 130:13, 151:15, 155:19, 160:18, 172:4	STOOD [1] - 123:3	SUBMITTED [1] - 190:3	SUPERSEDES [1] - 82:4	TABLE [1] - 100:23
START-UP [1] - 35:2	STOP [18] - 11:2, 11:13, 11:17, 15:18, 17:6, 17:10, 33:7, 40:20, 66:11, 102:12, 135:19, 136:6, 136:8, 136:9, 136:25, 139:3, 184:24	SUBSEQUENT [2] - 46:24	SUPPORT [6] - 11:3, 102:5, 136:3, 161:23, 177:6, 191:21	TAKING [7] - 5:25, 71:14, 96:21, 133:8, 147:4, 174:21, 198:14
STARTED [4] - 21:2, 23:16, 66:10, 102:13	STOPPING [2] - 10:11, 11:4	SUCCESSFULLY [2] - 58:2, 130:2	SUPPORTING [1] - 102:25	TALKS [6] - 38:1, 96:15, 150:14, 150:15, 165:13
STARTING [4] - 19:8, 59:5, 108:23, 130:10	STORIES [3] - 27:11, 36:10, 85:24	SUCKERS [1] - 135:5	SUPPORTS [1] - 169:16	TAMPA [1] - 11:22
STARTS [1] - 109:10	STORM [1] - 101:25	SUDDENLY [2] - 49:2, 169:22	SUPPOSE [1] - 190:16	TAPE [4] - 67:25, 68:1, 145:5, 145:11
STATE [1] - 170:5	STORY [15] - 11:24, 15:1, 17:21, 19:21, 21:6, 25:17, 25:18, 27:3, 32:4, 33:14, 86:12, 126:17, 161:14, 163:22, 163:23	SUE [20] - 4:18, 14:7, 16:23, 40:20, 42:11, 42:12, 47:16, 72:11, 73:10, 130:8, 134:10, 135:2, 135:6, 151:15, 157:3, 157:15, 157:17, 165:15, 168:21, 186:7	SUPPOSED [5] - 16:1, 16:2, 69:6, 155:5, 171:20	TAX [23] - 36:5, 36:23, 37:19, 40:6, 50:13, 50:14, 55:10, 60:14, 70:23, 71:1, 74:23, 74:24, 76:25, 78:13, 82:16, 92:18, 113:25, 114:3, 114:4, 121:10, 121:15, 172:9, 173:3
STATEMENT [12] - 24:20, 24:21, 48:18, 49:19, 95:10, 110:11, 120:6, 137:8, 144:15, 144:16, 144:21, 190:2	STRAIGHT [4] - 95:7, 140:8, 143:14, 146:21	SUED [14] - 7:20, 15:20, 33:25, 66:11, 122:3, 123:23, 134:9, 135:3, 135:5, 135:17, 136:24, 159:7	SUPREME [2] - 20:17,	TAXES [6] - 36:6, 36:10, 55:7, 172:15, 172:23, 172:25
STATEMENTS [3] - 60:3, 60:6, 202:2	STRAITS [1] - 19:1	SUES [1] - 27:19		TEAM [2] - 7:11, 108:7
STATES [4] - 1:1, 6:16, 20:17, 120:5	STRANGE [1] - 135:13			TEARS [1] - 85:20
STATESMAN [1] - 22:4	STRANGLING [1] - 94:6			TEASE [1] - 5:21
STATUS [1] - 121:10	STRAUSS [1] - 2:13			TECHNICAL [1] - 110:8
STATUTE [1] - 20:12				TEMPERATURE [2] - 152:22, 190:19
				TEN [20] - 10:4, 28:8, 28:20, 30:4, 32:11, 48:2, 48:5, 62:10, 63:10, 63:11, 64:21, 66:9, 77:23, 82:2, 154:24, 158:19, 167:14, 167:15,

T

189:19, 192:18
TENDENCY [1] - 70:9
TENURE [1] - 180:7
TERM [2] - 176:15, 191:6
TERMINABLE [23] - 21:23, 25:22, 39:15, 40:13, 45:1, 45:8, 49:8, 54:8, 70:8, 70:15, 81:13, 81:20, 81:21, 81:25, 84:21, 85:3, 166:10, 166:22, 167:24, 168:8, 169:2, 185:21
TERMINATE [19] - 22:11, 42:8, 74:1, 74:11, 74:15, 84:20, 85:7, 114:19, 115:2, 116:6, 116:15, 118:11, 121:7, 121:23, 124:4, 169:5, 170:5, 172:21, 187:10
TERMINATED [47] - 38:14, 40:25, 43:11, 49:14, 49:22, 53:12, 58:7, 61:16, 61:18, 61:24, 62:2, 62:7, 64:2, 70:17, 73:15, 73:24, 74:19, 76:11, 76:13, 77:22, 78:9, 78:10, 82:6, 98:19, 99:6, 100:3, 116:2, 117:17, 117:23, 118:4, 118:6, 119:21, 126:8, 126:25, 127:3, 127:14, 128:3, 128:6, 154:13, 158:15, 162:11, 162:12, 168:19, 169:3, 170:16, 181:12, 184:8
TERMINATES [1] - 82:3
TERMINATING [4] - 65:12, 121:1, 123:13, 127:17
TERMINATION [25] - 22:18, 39:16, 49:17, 65:21, 82:5, 84:24, 85:1, 99:9, 103:11, 114:21, 115:9, 115:16, 115:19, 118:15, 118:18, 120:13, 133:6, 145:22, 164:16, 167:20, 168:1, 171:13, 185:24, 192:8, 196:5
TERMS [18] - 18:4, 21:20, 44:2, 44:3, 54:7, 54:9, 61:24, 65:11, 65:13, 81:11, 119:6, 120:6, 120:9, 123:16, 128:7, 166:12, 181:13, 195:16
TEST [1] - 104:14
TESTAMENT [1] - 58:6
TESTIFIED [47] - 11:5, 18:20, 31:5, 31:14, 31:18, 32:16, 32:25, 35:22, 37:12, 37:17, 41:5, 41:23, 43:22, 52:21, 58:16, 60:3, 61:12, 67:24, 69:18, 70:1, 70:9, 71:21, 71:22, 80:3, 92:8, 103:20, 107:2, 113:7, 113:17, 123:5, 123:25, 136:16, 145:10, 153:16, 161:2, 171:8, 171:18, 172:4, 173:7, 173:8, 174:1, 177:10, 179:14, 180:19, 183:16, 189:22, 197:7
TESTIFIES [2] - 54:15, 184:19
TESTIFY [4] - 17:2, 103:5, 169:24, 179:25
TESTIFYING [1] - 197:11
TESTIMONY [31] - 10:14, 13:1, 13:25, 15:8, 15:15, 19:6, 25:20, 34:18, 37:8, 56:9, 65:3, 90:2, 94:18, 98:16, 113:14, 121:4, 121:24, 136:11, 145:3, 146:17, 153:17, 155:23, 160:12, 180:11, 181:15, 189:20, 189:25, 197:17, 197:19, 197:21, 197:25
THANKING [1] - 93:20
THEMSELVES [4] - 69:15, 111:13, 114:13, 183:2
THERE [137] - 3:12, 3:19, 8:1, 8:16, 9:6, 9:9, 9:10, 13:17, 14:15, 18:6, 19:8, 24:1, 24:20, 25:3, 25:11, 25:16, 26:9, 27:8, 29:20, 29:22, 30:1, 30:10, 30:11, 35:17, 38:23, 43:11, 50:5, 54:6, 62:14, 63:12, 64:7, 65:8, 65:9, 65:17, 65:19, 76:11, 77:8, 79:6, 88:5, 89:24, 90:1, 94:4, 94:6, 95:2, 95:3, 95:24, 96:5, 96:8, 96:9, 96:13, 96:22, 97:25, 98:1, 98:15, 98:21, 99:8, 103:9, 103:16, 103:24, 104:22, 105:12, 110:20, 111:1, 111:19, 112:20, 114:22, 115:12, 115:13, 116:22, 117:12, 117:18, 118:5, 118:8, 118:16, 120:12, 120:16, 120:20, 120:22, 120:25, 123:15, 126:19, 126:21, 126:22, 127:25, 128:5, 129:10, 129:20, 131:25, 132:4, 134:6, 136:3, 136:10, 136:11, 136:12, 136:17, 137:4, 139:17, 140:7, 141:19, 143:3, 143:25, 146:9, 147:5, 147:17, 149:1, 155:23, 164:14, 165:1, 171:6, 171:25, 173:5, 173:21, 174:6, 174:12, 175:24, 176:22, 178:6, 179:8, 180:9, 184:14, 187:10, 188:12, 188:14, 189:21, 189:23, 189:25, 191:22, 194:10, 195:15, 196:3, 197:25, 198:13, 200:7, 200:25, 201:11
THERE'S [13] - 20:11, 27:6, 30:11, 78:22, 98:22, 100:24, 117:13, 128:1, 134:13, 146:15, 159:17, 182:20
THEREAFTER [2] - 33:13, 146:2
THEREFORE [3] - 27:22, 78:6, 128:1
THEY'RE [6] - 7:14, 9:7, 48:3, 77:23, 122:4, 125:5
THINKING [2] - 96:7, 177:15
THIRD [8] - 10:7, 77:4, 94:21, 109:10, 109:11, 116:5, 166:24, 195:7
THOMSON [2] - 17:4, 82:23
THOUSAND [3] - 50:4, 164:25, 184:3
THOUSANDS [1] - 163:14
THREE [20] - 19:14, 20:19, 30:4, 42:16, 44:18, 46:10, 51:13, 56:10, 66:18, 96:21, 100:22, 104:11, 131:23, 154:4, 160:15, 160:16, 160:23, 160:24, 161:25
THROUGHOUT [3] - 25:23, 27:7, 63:17
THROW [1] - 124:14
THROWN [1] - 148:5
TICKLED [2] - 44:19, 86:11
TIEBREAKER [1] - 95:3
TILTS [1] - 191:16
TIMELINE [1] - 179:15
TIMING [1] - 136:19
TIPS [1] - 191:14
TIRE [1] - 70:25
TIRED [1] - 90:6
TIRES [1] - 70:25
TITLE [1] - 143:5
TODAY [14] - 3:5, 5:15, 16:20, 16:22, 63:6, 63:7, 87:4, 89:13, 111:25, 175:2, 177:3, 188:15, 189:6, 190:16
TOGETHER [5] - 11:1, 21:8, 36:10, 135:10, 186:25
TOM [1] - 78:23
TOMORROW [1] - 175:3
TONS [2] - 39:5, 65:5
TOOK [39] - 12:12, 32:4, 33:1, 35:23, 36:5, 40:6, 41:14, 50:13, 51:14, 52:14, 58:11, 60:14, 60:19, 60:20, 60:21, 66:17, 70:23, 71:17, 73:7, 73:13, 73:17, 74:23, 78:15, 78:24, 130:17, 137:9, 137:25, 144:7, 151:12, 157:10, 160:3, 162:21, 176:17, 178:10, 179:17, 181:25, 183:11, 183:21, 184:2
TOP [5] - 62:5, 69:22, 82:16, 106:20, 158:12
TOPIC [2] - 179:6, 181:14
TOPICS [1] - 166:6
TOTAL [11] - 6:6, 10:4, 42:3, 42:4, 75:10, 82:18, 85:14, 151:9, 165:10
TOTALITY [4] - 64:24, 149:8, 194:21, 194:24
TOTALLY [1] - 200:4
TOUCHING [1] - 134:7
TOUGH [2] - 130:10, 196:23
TRADITIONALLY [1] - 122:16
TRANSCRIPT [7] - 1:23, 10:13, 23:4, 23:11, 155:25, 201:18
TRANSCRIPTS [2] - 6:23, 6:24
TRANSFER [2] - 42:9, 51:12
TRANSFERRED [2] - 18:14, 37:5
TRANSITION [3] - 62:1, 128:14, 171:24
TRANSLATION [1] - 21:5
TRASH [1] - 148:6
TREAT [1] - 173:10
TREATED [1] - 57:21
TREE [1] - 170:10
TREES [8] - 41:7, 41:9, 110:5, 110:6, 110:10, 112:24, 158:2
TREMENDOUS [1] - 131:4
TRIAL [29] - 1:9, 9:23, 12:21, 17:18, 22:3,

25:23, 30:20, 31:7,
70:2, 70:5, 71:11,
75:5, 87:24, 88:5,
88:14, 88:17, 88:19,
98:18, 98:22,
106:23, 139:14,
155:25, 163:16,
163:17, 188:10,
190:3, 192:15,
200:13
TRIALS [4] - 28:9,
94:11, 153:14,
192:21
TRICK [2] - 119:12,
151:22
TRIED [13] - 58:11,
66:11, 78:7, 103:5,
118:20, 118:24,
127:15, 138:2,
138:3, 138:4, 159:8,
175:8, 177:23
TRIPLE [1] - 111:17
TROUBLE [3] - 13:14,
192:1
TRUCKS [1] - 147:17
TRUE [30] - 11:19,
21:8, 28:9, 28:10,
29:1, 29:2, 32:3,
33:15, 39:18, 40:4,
45:17, 47:2, 59:15,
72:2, 84:13, 90:19,
91:1, 102:11, 110:7,
142:12, 143:25,
144:7, 148:8, 148:9,
158:16, 166:15,
166:16, 170:11,
191:20
TRUMP [2] - 8:2, 8:16
TRUST [2] - 52:11,
54:2
TRUTH [25] - 16:12,
16:13, 22:3, 22:5,
34:17, 34:19, 48:23,
48:24, 50:15, 50:16,
72:1, 85:2, 85:4,
94:11, 94:13, 94:14,
94:16, 94:18, 95:8,
137:15, 137:16,
146:20, 161:12,
186:1
TRUTHFUL [1] - 56:4
TRY [14] - 16:6, 16:11,
17:10, 31:17, 45:25,
69:6, 69:8, 130:6,
134:15, 151:16,
168:24, 184:24,
199:18, 200:5
TRYING [17] - 24:12,
59:10, 95:7, 95:8,
119:9, 121:22,
121:25, 125:20,
127:8, 129:14,
132:18, 141:2,
150:7, 181:17,
182:6, 182:8, 192:18
TUESDAY [1] - 1:8
TURN [9] - 29:6,
42:12, 96:2, 132:17,
147:16, 155:20,
166:20, 178:4,
190:17
TURNED [15] - 18:20,
19:2, 19:12, 19:17,
19:25, 21:15, 39:8,
42:22, 52:1, 57:7,
67:16, 73:10,
147:17, 157:3, 178:5
TURNS [2] - 52:3, 52:5
TV [1] - 88:4
TWICE [2] - 86:12,
87:10
TWO [49] - 12:11,
14:17, 17:25, 22:10,
29:2, 30:24, 31:1,
36:10, 40:25, 50:16,
51:9, 56:6, 56:10,
57:12, 58:7, 59:3,
59:19, 67:8, 67:22,
75:12, 79:5, 80:21,
88:5, 91:14, 92:7,
96:14, 96:18, 96:23,
97:1, 97:4, 97:7,
97:11, 99:10,
100:16, 100:23,
117:12, 126:21,
128:16, 129:10,
134:13, 143:4,
157:15, 157:24,
161:12, 161:15,
166:8, 166:23,
171:11, 171:22
TWO-YEAR [1] - 59:19
TYPE [1] - 170:1
TYPICAL [1] - 14:3
TYPICALLY [4] -
27:12, 27:14, 27:15,
30:9
TYPING [1] - 6:23

U

U.S [1] - 1:20
ULTIMATELY [5] -
19:17, 74:3, 86:22,
150:17, 188:24
UNABLE [1] - 66:3
UNACCEPTABLE [1] -
152:5
UNANIMOUS [1] -
200:2
UNCLEAR [2] - 55:4,
56:8
UNCONTESTED [2] -
103:25, 114:8
UNDENIABLE [1] -
185:9
UNDER [42] - 16:19,
16:21, 22:18, 26:15,
33:5, 42:14, 43:24,
54:9, 60:7, 61:13,
61:20, 61:24, 62:20,
62:23, 64:24, 69:11,
79:23, 81:2, 84:23,
85:1, 85:8, 97:24,
102:1, 103:6, 110:8,
110:17, 110:18,
117:2, 126:9,
127:10, 127:14,
128:7, 132:10,
138:3, 148:15,
156:6, 161:6,
170:12, 175:8,
180:3, 180:7, 187:1
UNDERCUT [1] -
142:10
UNDERNEATH [1] -
124:9
UNDERSTATED [1] -
82:13
UNDERSTOOD [35] -
8:22, 13:15, 13:20,
13:23, 14:5, 15:3,
34:4, 41:24, 43:20,
47:21, 53:9, 53:10,
59:5, 60:9, 68:24,
70:18, 75:14, 76:6,
80:21, 84:1, 85:8,
87:16, 104:1, 104:2,
140:2, 140:3, 157:7,
162:5, 162:23,
164:4, 164:6,
198:22, 199:10
UNDISPUTED [9] -
9:6, 9:8, 13:13, 15:5,
32:22, 41:2, 51:13,
154:3
UNEMPLOYED [11] -
53:13, 53:14, 58:8,
64:19, 69:7, 73:20,
77:21, 157:23,
165:1, 165:3, 185:4
UNEMPLOYMENT [1]
- 154:8
UNEQUIVOCAL [1] -
160:11
UNEXPECTED [1] -
161:12
UNFAIR [5] - 19:23,
23:1, 57:24, 90:20,
122:13

UNFORTUNATELY
[3] - 31:12, 53:14,
88:20
UNHEARD [1] - 30:6
UNIQUE [3] - 87:9,
192:17
UNIQUELY [1] - 7:23
UNITED [2] - 1:1,
20:17
UNIVERSITY [2] -
53:9, 80:8
UNLESS [14] - 21:18,
99:1, 115:3, 115:5,
116:3, 116:12,
119:7, 120:14,
120:24, 125:19,
141:9, 159:20,
175:10, 175:20
UNLIKE [4] - 8:1,
17:18, 133:2, 184:4
UNREASONABLE [1]
- 134:18
UNRELATED [1] -
143:4
UNREPRESENTED
[1] - 111:6
UNSATISFACTORY
[11] - 49:14, 70:18,
70:20, 82:6, 115:3,
115:4, 116:2,
116:19, 126:25,
166:24, 168:11
UNSUCCESSFULLY
[1] - 58:11
UNTRUE [2] - 90:14,
91:4
UNUSUAL [3] - 32:14,
165:2, 190:11
UP [109] - 6:6, 6:22,
7:21, 8:11, 8:17,
11:10, 13:21, 14:2,
14:12, 16:9, 17:9,
19:5, 22:13, 26:16,
28:13, 29:5, 29:11,
33:6, 33:13, 33:25,
34:5, 34:7, 35:2,
35:7, 40:18, 40:20,
41:17, 43:21, 47:22,
50:4, 50:16, 56:19,
66:20, 68:25, 75:25,
78:19, 79:7, 80:22,
81:23, 83:20, 84:2,
85:21, 85:22, 85:23,
87:6, 87:17, 92:10,
94:25, 99:23,
101:17, 104:18,
104:19, 104:23,
105:17, 105:19,
109:17, 109:19,
114:12, 114:17,
115:6, 121:20,
122:10, 123:14,
124:2, 126:5, 127:5,
127:10, 128:3,
128:13, 128:20,
133:12, 133:17,
139:24, 144:6,
149:2, 149:20,
150:4, 152:1,
153:11, 155:14,
156:10, 157:8,
157:20, 160:5,
160:11, 160:21,
160:24, 162:6,
162:25, 163:12,
166:19, 167:5,
172:2, 173:1, 174:3,
176:6, 179:17,
182:13, 182:24,
183:12, 184:24,
186:19, 187:14,
188:12, 200:4
UPPER [1] - 38:24
UPSET [1] - 51:21
UTILITIES [2] - 36:12,
36:14

V

VACATION [1] - 56:7
VACUUM [1] - 131:1
VALERIE [1] - 2:22
VALID [2] - 120:25,
193:3
VALIDATION [3] -
35:16, 104:9, 104:15
VALIDITY [1] - 193:21
VALUABLE [12] -
42:1, 52:6, 61:1,
61:3, 66:13, 84:8,
158:23, 162:2,
162:14, 162:16,
162:17, 165:18
VALUE [20] - 19:11,
42:10, 48:15, 50:24,
51:7, 57:8, 65:18,
69:3, 83:17, 84:6,
84:7, 87:25, 132:15,
137:25, 156:18,
160:18, 163:11,
175:5, 185:11,
186:21
VALUES [3] - 18:21,
174:15
VARIOUS [4] - 49:19,
79:7, 80:6, 196:17
VAST [1] - 108:3
VEHICLE [1] - 36:13
VEHICLES [2] - 36:12,
55:8

VERBAL ^[1] - 39:12
VERBALLY ^[2] - 35:14, 49:6
VERDICT ^[10] - 28:12, 28:13, 28:15, 188:7, 192:23, 192:24, 198:10, 200:1, 200:2
VERSUS ^[3] - 13:1, 16:20, 186:7
VESTED ^[7] - 38:9, 38:10, 58:23, 71:18, 80:15, 86:9, 110:9
VIA ^[1] - 1:23
VIAL ^[2] - 90:8, 90:9
VICE ^[2] - 49:20, 167:17
VICE-PRESIDENT ^[1] - 167:17
VIEW ^[1] - 78:4
VIOLATED ^[1] - 81:11
VIOLATION ^[1] - 130:9
VIRTUALLY ^[1] - 97:14
VISITED ^[1] - 20:22
VOICE ^[1] - 192:2
VOIR ^[1] - 7:3
VOLUMES ^[1] - 155:11
VOLUNTARILY ^[34] - 4:16, 8:13, 8:24, 15:9, 27:23, 28:19, 34:12, 34:15, 49:25, 64:12, 69:12, 79:24, 101:5, 103:4, 125:13, 137:5, 137:18, 137:19, 137:24, 138:5, 138:11, 138:15, 139:16, 166:4, 175:7, 183:8, 187:6, 193:4, 193:6, 194:5, 194:6, 194:17, 195:1, 196:18
VOLUNTARINESS ^[2] - 76:7, 195:23
VOLUNTARY ^[29] - 34:21, 44:13, 47:23, 48:20, 61:5, 62:24, 63:13, 64:8, 64:12, 84:3, 87:18, 88:24, 134:20, 139:12, 139:18, 157:1, 160:14, 161:2, 162:6, 162:25, 164:4, 175:11, 175:12, 175:13, 175:14, 194:14, 194:20, 196:25
VOLUNTEER ^[2] -

148:24, 148:25
VS ^[1] - 1:5

W

WAGES ^[1] - 55:24
WAIT ^[5] - 115:1, 116:18, 143:9, 147:20, 148:22
WAITING ^[1] - 147:16
WAIVE ^[3] - 8:10, 14:6, 14:9
WAIVER ^[4] - 156:6, 156:7, 195:18
WAIVING ^[7] - 14:20, 26:2, 26:6, 26:8, 27:20, 38:20, 47:11
WALK ^[4] - 22:23, 50:1, 51:6, 86:23
WALKING ^[1] - 149:22
WALL ^[1] - 25:11
WANTS ^[10] - 36:8, 38:16, 43:17, 66:22, 80:17, 97:19, 125:11, 126:1, 176:12
WAR ^[1] - 20:18
WARNING ^[2] - 29:11, 177:9
WARRANTED ^[1] - 119:24
WARREN ^[3] - 36:2, 36:22, 92:16
WASHINGTON ^[1] - 2:4
WASTE ^[1] - 134:23
WATER ^[1] - 121:9
WAYS ^[4] - 86:19, 129:10, 161:12, 177:7
WEALTH ^[1] - 55:22
WEALTHY ^[9] - 18:18, 26:23, 51:14, 55:16, 55:22, 55:25, 79:20, 161:19, 161:23
WEEKS ^[16] - 32:12, 62:5, 76:18, 77:19, 101:17, 101:18, 101:21, 126:5, 126:6, 127:5, 128:22, 158:11, 158:21, 165:17, 172:2
WEIGH ^[1] - 5:9
WEIGHING ^[2] - 196:16, 198:8
WELCOME ^[1] - 182:20
WELL-PAID ^[1] - 55:16

WENDELL ^[3] - 20:13, 20:14, 185:15
WESTMINSTER ^[1] - 20:12
WHATSOEVER ^[1] - 45:11
WHICHEVER ^[1] - 145:23
WHITE ^[9] - 1:19, 6:21, 6:22, 29:13, 29:14, 29:15, 29:20, 112:14, 201:21
WHITFIELD ^[1] - 2:22
WHO'D ^[1] - 162:15
WHOLE ^[2] - 68:1, 71:25
WIFE ^[6] - 44:20, 52:9, 80:7, 101:25, 102:2, 132:8
WIFE'S ^[1] - 81:8
WILLIAM ^[1] - 1:15
WILLING ^[5] - 17:6, 83:2, 111:21, 111:23, 138:8
WILLINGLY ^[1] - 189:2
WISCONSIN ^[2] - 17:23, 57:16
WISDOM ^[4] - 11:17, 17:1, 29:3, 87:4
WISE ^[1] - 57:9
WISH ^[1] - 199:24
WITHDRAW ^[1] - 45:5
WITHDREW ^[1] - 45:6
WITNESS ^[26] - 6:24, 6:25, 22:22, 24:19, 25:2, 25:18, 26:11, 26:17, 34:14, 50:2, 50:7, 53:23, 112:11, 113:15, 118:24, 119:15, 161:6, 179:25, 180:14, 181:2, 181:21, 182:9, 197:8, 197:12, 197:20
WITNESS' ^[4] - 197:6, 197:10, 197:16, 197:19
WITNESS'S ^[1] - 182:13
WITNESSES ^[11] - 94:14, 94:19, 118:19, 119:9, 121:24, 185:18, 189:20, 189:24, 197:2, 197:21, 198:9
WOMAN ^[7] - 11:22, 57:15, 57:23, 60:8, 161:11, 174:16, 186:13

WOMAN'S ^[1] - 83:19
WOMEN ^[2] - 4:17, 163:18
WOMEN'S ^[2] - 67:2, 155:5
WONDER ^[1] - 180:1
WONDERFUL ^[5] - 7:4, 21:1, 97:17, 99:15, 129:12
WORD ^[13] - 24:14, 68:20, 71:7, 71:8, 73:3, 79:1, 83:17, 83:18, 83:19, 88:10, 117:19, 173:5
WORDS ^[20] - 8:14, 22:22, 48:21, 90:10, 101:4, 103:8, 121:20, 137:8, 138:2, 138:9, 138:10, 138:17, 139:7, 139:10, 139:17, 146:22, 155:5, 155:12, 166:25, 182:14
WORKERS ^[1] - 62:20
WORKFORCE ^[4] - 127:15, 127:16, 127:18, 128:1
WORKS ^[1] - 30:3
WORLD ^[2] - 17:5, 101:14
WORRIED ^[2] - 79:4, 131:18
WORSE ^[1] - 130:17
WORTH ^[14] - 18:19, 37:14, 42:3, 42:5, 42:10, 43:9, 66:16, 79:15, 134:7, 161:20, 182:25, 187:6, 187:7
WOUNDED ^[1] - 20:18
WOW ^[1] - 133:24
WRAP ^[1] - 87:6
WRITE ^[7] - 50:3, 81:23, 93:10, 103:5, 111:2, 111:3, 138:3
WRITING ^[15] - 16:25, 17:22, 32:17, 34:17, 37:18, 42:24, 46:9, 49:9, 67:24, 72:14, 83:6, 83:20, 114:9, 169:13, 182:5
WRITTEN ^[2] - 22:14, 114:21
WRONGED ^[2] - 39:24, 40:1
WRONGFULLY ^[1] - 98:19
WROTE ^[4] - 21:1, 22:17, 24:10, 156:9

X

XI ^[1] - 166:21

Y

YARD ^[1] - 55:7
YEAR ^[28] - 22:14, 26:25, 33:22, 45:12, 45:18, 59:19, 69:23, 108:25, 109:5, 109:7, 109:10, 109:11, 109:14, 109:15, 109:16, 109:19, 109:22, 110:19, 123:11, 123:12, 127:5, 145:21, 163:14, 164:25, 178:14, 184:4
YEAR'S ^[6] - 56:24, 124:24, 127:11, 128:4, 128:13, 128:20
YEARS ^[35] - 12:21, 12:22, 16:21, 17:25, 24:23, 38:5, 50:12, 58:8, 59:3, 67:22, 74:13, 81:19, 92:14, 94:2, 100:9, 104:11, 108:11, 135:14, 141:22, 143:2, 143:18, 156:19, 157:16, 157:24, 167:11, 167:13, 167:15, 172:23, 172:24, 179:9, 184:9, 188:11, 188:19, 192:15
YESTERDAY ^[3] - 3:18, 123:3, 200:18
YOUNG ^[6] - 79:17, 81:5, 95:20, 157:9, 183:23
YOURSELF ^[4] - 16:17, 132:14, 135:6, 188:25
YOURSELVES ^[4] - 86:25, 95:6, 149:8, 180:4

Z

ZERO ^[2] - 99:8, 158:8
ZOLNER ^[1] - 2:7